EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

KATHLEEN JENNINGS, Attorney General of the State of Delaware, Plaintiff, v. LOAV LTD., a Delaware corporation, DAVIS MANAFORT INTERNATIONAL LLC, a Delaware limited liability company, DMP INTERNATIONAL LLC, a Delaware limited liability company, BADE LLC, a Delaware limited liability company, JUPITER HOLDINGS MANAGEMENT, LLC, a Delaware limited liability company, and DAVIS MANAFORT, INC., a Delaware corporation, Defendants.	)	C.A. No. _____

VERIFIED COMPLAINT

Plaintiff Kathleen Jennings, Attorney General of the State of Delaware, by and through undersigned counsel, for her complaint against Defendants LOAV LTD., Davis Manafort International LLC, DMP International LLC, BADE LLC, Jupiter Holdings Management, LLC, and Davis Manafort, Inc. (collectively the "Defendants"), alleges, upon verified information, as follows:

Nature of the Action

1. This is an action for the cancellation of the certificates of formation of four Delaware limited liability companies and two Delaware corporations that were deeply involved in the criminal activities that were part and parcel of the actions of Paul J. Manafort, Jr. ("Manafort") and Richard W. Gates, III ("Gates").

2. Under Section 18-112 of Delaware's Limited Liability Company Act, 6 *Del. C.* § 18-101, *et seq.* ("LLC Act"), the Attorney General is authorized to request that the Court of Chancery cancel the certificate of formation of a Delaware limited liability company when the powers, privileges, or existence of that limited liability company have been abused or misused.

3. Under 8 *Del. C.* § 284, the Attorney General is authorized to request that the Court of Chancery revoke or forfeit the charter of any corporation for abuse, misuse or nonuse of its corporate powers, privileges or franchises.

4. The Attorney General seeks cancellation of Defendants' certificates of formation and corporate charters because corporate officers of each of the Defendants has pleaded guilty, and thus confessed, in federal courts to using the Defendants for tax evasion campaign finance law violations, and other felony criminal offenses. Additionally, some of these entities have serious deficiencies in compliance with the requirement to retain their Delaware entity status, as described in further detail below.

5. Delaware law has never permitted or condoned the use of business entities formed under its laws for unlawful or nefarious purposes, and thus the guilty pleas of Defendants' principals or corporate officers are proof that Defendants, and their principals, have abused and misused not only Defendants' powers and privileges, but their very existences. Having abandoned the responsibilities that come with status as Delaware limited liability companies and Delaware corporations, Defendants must be forever denied the rights and privileges that also come with that status, and their certificates of formation or charter must therefore be canceled.

Parties

6. Plaintiff Kathleen Jennings ("Attorney General") is the Attorney General of the State of Delaware.

7. Defendant LOAV LTD. is a corporation organized under the laws of the State of Delaware with a Registered Agent upon whom legal process may be served. The Registered Agent is known as National Registered Agents, Inc. Its registered office is listed at 160 Greentree Drive, Suite 101, Dover, Delaware 19904.[1]

[1] The formation documents for this entity are attached as Exhibit A.

8. Defendant Davis Manafort International LLC is a limited liability company organized under the laws of the State of Delaware, with a Registered Agent upon whom legal process may be served. The Registered Agent is known as National Registered Agents, Inc. Its registered office is listed at 160 Greentree Drive, Suite 101, Dover, Delaware 19904.[2]

9. Defendant DMP International LLC is a limited liability company organized under the laws of the State of Delaware, with a Registered Agent for service of process. The Registered Agent is known as the Agents and Corporations, Inc. Its registered office is listed as 1201 North Orange Street, Suite 600, One Commerce Center, Wilmington, Delaware 19801.[3]

10. Defendant BADE LLC is a limited liability company organized under the laws of the State of Delaware, which had a Registered Agent known as Agents and Corporations, Inc. The Registered Agent resigned effective May 9, 2019.[4]

11. Defendant Jupiter Holdings Management, LLC is a limited liability company organized under the laws of the State of Delaware, with a Registered Agent for service of process. This Registered Agent resigned as of October 30, 2017. The

[2] The formation documents for this entity are attached as Exhibit B.

[3] The formation documents for this entity are attached as Exhibit C.

[4] The formation documents for this entity are attached as Exhibit D. The resignation of the Registered Agent is also included in this exhibit.

Registered Agent was known as the Corporation Service Company. Its registered office is 251 Little Falls Drive, Wilmington, Delaware 19808.[5]

12. Defendant Davis Manafort, Inc. is a corporation organized under the laws of the State of Delaware, with a Registered Agent for service of process. The Registered Agent is known as the Corporation Trust Company. Its registered office is listed as 1209 North Orange Street, Wilmington, Delaware 19801.[6]

Factual Allegations

United States v. Manafort and Gates

13. On or about October 30, 2017, the United States government indicted Manafort and Gates in the matter of *United States of America v. Paul J. Manafort, Jr. and Richard W. Gates III*, C.A. No. 1:17-cr-00201-ABJ. The charges in the Indictment were Conspiracy, Conspiracy to Launder Money, Failure to File Reports of Foreign Bank and Financial Accounts for Calendar Years 2011-2014, Failure to File Reports of Foreign Bank and Financial Accounts for Calendar Years 2011-2013, Acting as Unregistered Agents of a Foreign Principal, False and Misleading Foreign Agent Registration Act Statements, and False Statements.[7]

[5] The formation documents for this entity are attached as Exhibit E.

[6] The incorporation documents for this entity are attached as Exhibit F.

[7] A copy of this Indictment is attached as Exhibit G.

14. The allegations in the Indictment were that Manafort and Gates concealed income they received from the Ukrainian government by laundering the money through a number of American and foreign corporations and then making false statements to federal investigators about these businesses and assets.

15. The allegations included that over $75,000,000 flowed through the accounts in question; that Manafort laundered over $18,000,000 in income that was concealed from the United States government; and that Gates transferred more than $3,000,000 from accounts within his control.

16. Among the shell corporations and other business entities used to launder funds and conceal taxable income from the federal government were DMP International, LLC, BADE LLC, Davis Manafort International LLC, DavisManafort, Inc., Jupiter Holdings Management, LLC, and LOAV LTD. The Indictment alleged that millions of dollars were transferred through these entities but remained unreported to the federal government.

17. On or about February 23, 2018, Gates pled guilty to Conspiracy against the United States and making a false statement to Special Counsel's Office.[8]

18. On or about September 14, 2018, Manafort pled guilty to two counts of Conspiracy against the United States, which included a conspiracy to launder

[8] A copy of this Plea Agreement is attached as Exhibit H.

money, commit tax fraud, violate foreign agent registration statutes, and obstruct justice by witness tampering.[9]

19. The convictions of Manafort and Gates prove that they abused or misused DMP International, LLC, BADE LLC, Davis Manafort International LLC, Davis Manafort, Inc., Jupiter Holdings Management, LLC, and LOAV LTD.

United States v. Manafort

20. On or about February 26, 2018, the United States government indicted Manafort in the matter of *United States of America v. Paul J. Manafort, Jr.*, C.A. No. 1:18-cr-00083-TSE. The charges in the Indictment were Subscribing to False United States Individual Income Tax Returns, Failure to File Reports of Foreign Bank and Financial Assets, Bank Fraud Conspiracy, and Bank Fraud.[10]

21. The allegations in the Indictment were that Manafort concealed income he received from the Ukrainian government by laundering the money through a number of American and foreign corporations.

22. Among the shell corporations and other business entities used to launder funds and conceal taxable income from the federal government were DMP International, LLC, Davis Manafort International LLC, Davis Manafort, Inc., and

[9] A copy of this Plea Agreement is attached as Exhibit I.

[10] A copy of this Indictment is attached as Exhibit J.

LOAV LTD. The Indictment alleged that millions of dollars was transferred through these entities but remained unreported to the federal government.

23. On or about August 21, 2018, a jury found Manafort guilty of the tax-related charges in the Indictment, as well as two counts of Bank Fraud.[11]

24. The conviction of Manafort proves that he abused or misused DMP International, LLC, Davis Manafort International LLC, Davis Manafort, Inc., and LOAV LTD.

Causes of Action

Count I—Cancellation of Corporate Charter of LOAV Ltd.

25. Paragraphs 1 through 24 of this Complaint are repeated and realleged as if fully set forth herein.

26. Under 8 *Del. C.* § 284, the Attorney General is authorized to request that the Court of Chancery revoke or forfeit the charter of any corporation for abuse, misuse or nonuse of its corporate powers, privileges or franchises.

27. Manafort is the Chairman of the Board for LOAV LTD.

28. Through Manafort's guilty plea in federal court admitting to reprehensible criminal conduct, a principal or corporate officer of LOAV LTD. has

[11] A copy of the Jury Verdict Form is attached as Exhibit K.

admitted to facts conclusively demonstrating that it has engaged in acts of fraud, immorality, or violations of statutory law in connection with its operations.

29. LOAV LTD. has abused the powers, privileges, and existence granted to it as a Delaware corporation, as a result of which it should be denied the rights and privileges that also come with status as a Delaware corporation, and its certificate of formation should therefore be canceled.

30. The Attorney General has no adequate remedy at law.

Count II—Cancellation of Certificate of formation of Davis Manafort International LLC

31. Paragraphs 1 through 30 of this Complaint are repeated and realleged as if fully set forth herein.

32. Section 18-112 of the LLC Act authorizes the Court of Chancery, upon motion of the Attorney General, to cancel the certificate of formation of a Delaware limited liability company when the powers, privileges, or existence of that limited liability company have been abused or misused.

33. On information and belief, Manafort is a principal or corporate officer of Davis Manafort International LLC.

34. Through Manafort's guilty plea in federal state court admitting to reprehensible criminal conduct, a principal or corporate officer of Davis Manafort International LLC has admitted to facts conclusively demonstrating that it has

engaged in acts of fraud, immorality, or violations of statutory law in connection with its operations.

35. Davis Manafort International LLC has abused the powers, privileges, and existence granted to it as a Delaware limited liability company, as a result of which it should be denied the rights and privileges that also come with status as a Delaware limited liability company, and its certificate of formation should therefore be canceled.

36. The Attorney General has no adequate remedy at law.

Count III-
Cancellation of Certificate of Formation
of DMP International LLC

37. Paragraphs 1 through 36 of this Complaint are repeated and realleged as if fully set forth herein.

38. Section 18-112 of the LLC Act authorizes the Court of Chancery, upon motion of the Attorney General, to cancel the certificate of formation of a Delaware limited liability company when the powers, privileges, or existence of that limited liability company have been abused or misused.

39. On information and belief, Manafort is a principal or corporate officer of DMP International LLC.

40. Through Manafort's guilty plea in federal court admitting to reprehensible criminal conduct, a principal or corporate officer of DMP International

LLC has admitted to facts conclusively demonstrating that it has engaged in acts of fraud, immorality, or violations of statutory law in connection with its operations.

41. DMP International LLC has abused the powers, privileges, and existence granted to it as a Delaware limited liability company, as a result of which it should be denied the rights and privileges that also come with status as a Delaware limited liability company, and its certificate of formation should therefore be canceled.

42. The Attorney General has no adequate remedy at law.

Count IV-
Cancellation of Certificate of Formation
of BADE LLC

43. Paragraphs 1 through 42 of this Complaint are repeated and realleged as if fully set forth herein.

44. Section 18-112 of the LLC Act authorizes the Court of Chancery, upon motion of the Attorney General, to cancel the certificate of formation of a Delaware limited liability company when the powers, privileges, or existence of that limited liability company have been abused or misused.

45. On information and belief, Manafort is a principal or corporate officer of BADE LLC.

46. Through Manafort's guilty plea in federal court admitting to reprehensible criminal conduct, a principal or corporate officer of BADE LLC has

admitted to facts conclusively demonstrating that it has engaged in acts of fraud, immorality, or violations of statutory law in connection with its operations.

47. BADE LLC has also failed to appoint a registered agent.

48. BADE LLC has abused the powers, privileges, and existence granted to it as a Delaware limited liability company, as a result of which it should be denied the rights and privileges that also come with status as a Delaware limited liability company, and its certificate of formation should therefore be canceled.

49. The Attorney General has no adequate remedy at law.

Count V-
Cancellation of Certificate of Formation
of Jupiter Holdings Management, LLC

50. Paragraphs 1 through 49 of this Complaint are repeated and realleged as if fully set forth herein.

51. Section 18-112 of the LLC Act authorizes the Court of Chancery, upon motion of the Attorney General, to cancel the certificate of formation of a Delaware limited liability company when the powers, privileges, or existence of that limited liability company have been abused or misused.

52. On information and belief, Manafort is a principal or corporate officer of Jupiter Holdings Management, LLC.

53. Through Manafort's guilty plea in federal court admitting to reprehensible criminal conduct, a principal or corporate officer of Jupiter Holdings

Management, LLC has admitted to facts conclusively demonstrating that it has engaged in acts of fraud, immorality, or violations of statutory law in connection with its operations.

54. Jupiter Holdings Management, LLC has also failed to appoint a registered agent.

55. Jupiter Holdings Management, LLC has abused the powers, privileges, and existence granted to it as a Delaware limited liability company, as a result of which it should be denied the rights and privileges that also come with status as a Delaware limited liability company, and its certificate of formation should therefore be canceled.

56. The Attorney General has no adequate remedy at law.

Count VI—Cancellation of Corporate Charter of Davis Manafort, Inc.

57. Paragraphs 1 through 56 of this Complaint are repeated and realleged as if fully set forth herein.

58. Under 8 *Del. C.* § 284, the Attorney General is authorized to request that the Court of Chancery revoke or forfeit the charter of any corporation for abuse, misuse or nonuse of its corporate powers, privileges or franchises.

59. Manafort is the President and Chairman of the Board for Davis Manafort, Inc.

60. Through Manafort's guilty plea in federal court admitting to reprehensible criminal conduct, a principal or corporate officer of Davis Manafort, Inc. has admitted to facts conclusively demonstrating that it has engaged in acts of fraud, immorality, or violations of statutory law in connection with its operations.

61. Davis Manafort, Inc. has also failed to pay taxes and submit annual reports.

62. Davis Manafort, Inc. has abused the powers, privileges, and existence granted to it as a Delaware corporation, as a result of which it should be denied the rights and privileges that also come with status as a Delaware corporation, and its corporate charter should therefore be canceled.

63. The Attorney General has no adequate remedy at law.

★ ★ ★

WHEREFORE, the Attorney General prays for judgment and requests that the Court enter an Order:

A. Directing the Delaware Division of Corporations to cancel the corporate charter of LOAV LTD.;

B. Directing the Delaware Division of Corporations to cancel the certificate of formation of Davis Manafort International LLC;

C. Directing the Delaware Division of Corporations to cancel the certificate of formation of DMP International LLC;

D. Directing the Delaware Division of Corporations to cancel the certificate of formation of BADE LLC;

E. Directing the Delaware Division of Corporations to cancel the certificate of formation of Jupiter Holdings Management, LLC;

F. Directing the Delaware Division of Corporations to cancel the corporate charter of Davis Manafort, Inc., and

G. Granting such other and further relief as the Court deems just and appropriate.

STATE OF DELAWARE
DEPARTMENT OF JUSTICE

/s/ Lawrence W. Lewis
Lawrence W. Lewis (#2539)
Oliver J. Cleary (#5830)
Deputy Attorneys General
Delaware Department of Justice
Carvel State Office Building
820 N. French Street, 6th Floor
Wilmington, DE 19801
(302) 577-8400

Attorneys for Kathleen Jennings, Attorney General of the State of Delaware

Dated: September 19, 2019

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/15/1992
712106006 - 2294758

CERTIFICATE OF INCORPORATION

OF

LOAV LTD.

THE UNDERSIGNED, for the purpose of forming a corporation pursuant to Section 102 of the Delaware General Corporation Law, does hereby certify the following:

FIRST: The name of the corporation is: LOAV LTD. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805, New Castle County. The name of the registered agent of such address is Corporation Service Company.

THIRD: The purposes to be conducted or promoted are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The aggregate number of shares of stock which the Corporation shall have authority to issue is three thousand (3,000); each of such shares shall be with a par value of $0.01 per share.

FIFTH: The name and mailing address of the incorporator is: Mary T. Flowers, Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

SIXTH: In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly authorized to make, alter or repeal the by-laws of the Corporation.

SEVENTH: No director will have any personal liability to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, except (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, as amended, or (iv) for any transaction from which the director obtained an improper personal benefit.

IN WITNESS WHEREOF, the incorporator named above has executed this Certificate of Incorporation this 15th day of April, 1992.

Mary T. Flowers
Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:51 PM 06/06/2007
FILED 02:51 PM 06/06/2007
SRV 070679273 - 2294758 FILE

CERTIFICATE OF RESTORATION AND REVIVAL OF
CERTIFICATE OF INCORPORATION
OF

LOAV LTD.

LOAV LTD. (hereinafter called the "corporation"), a corporation organized under the laws of Delaware, the Certificate of Incorporation which was voided for failure to pay annual fees, now desires to procure a restoration, renewal and revival of its Certificate of Incorporation, and hereby certifies as follows:

1. The name of the corporation is LOAV LTD.

2. The address of the registered office of the corporation in the State of Delaware and the name of the registered agent at such address are as follows: National Registered Agents, Inc.,160 Greentree Drive, Suite 101, Dover, Delaware 19904, County of Kent.

3. The date of filing the corporation's original Certificate of Incorporation in the State of Delaware was on April 15, 1992.

4. The corporation hereby procures a restoration and revival of its certificate of incorporation, which became inoperative by law on March 1, 2004, pursuant to the General Corporation Law of the State of Delaware.

5. The certificate of incorporation of the corporation, which provides for and will continue to provide for, perpetual duration, shall, upon the filing of this Certificate of Restoration and Revival of the Certificate of Incorporation in the Department of State of the State of Delaware, be restored and revived and shall become fully operative on February 29, 2004.

6. This Certificate of Restoration and Revival of the Certificate of Incorporation is filed by authority of the duly elected directors as prescribed by Section 312 of the General Corporation Law of the State of Delaware.

Executed on this 5th day of June, 2004.

Paul J. Manafort, Chairman of the Board

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
LOAV LTD.	2018

FILE NUMBER	INCORPORATION DATE	RENEWAL/REVOCATION DATE
2294758	1992/04/15	

PRINCIPAL PLACE OF BUSINESS
10 ST JAMES DRIVE
PALM BEACH GARDENS 33418

PHONE NUMBER
7036585095

REGISTERED AGENT
NATIONAL REGISTERED AGENTS, INC.
160 GREENTREE DR STE 101
DOVER DE 19904

AGENT NUMBER
9216365

AUTHORIZED STOCK BEGIN DATE	END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES	PAR VALUE/ SHARE
1992/04/15			3,000	$0.0100000000

OFFICER	NAME	STREET/CITY/STATE/ZIP	TITLE
MANAFORT, PAUL J		10 ST JAMES DRIVE PALM BEACH GARDENS, FL 33418	PRESIDENT

DIRECTORS	NAME	STREET/CITY/STATE/ZIP
MANAFORT, PAUL J		10 ST JAMES DRIVE PALM BEACH GARDENS, FL 33418

NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.

AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)
PAUL J. MANAFORT
10 ST. JAMES DRIVE
PALM BEACH GARDENS 33418
US

DATE
2019/02/26

TITLE
PRESIDENT

State of Delaware

Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
LOAV LTD.	2018

FILE NUMBER	FEDERAL EMPLOYER ID NO.
2294758	

ASSETS FOR REGULATED INVESTMENT CORPS
JAN. 1st. DEC. 31st.

Date(s) of Inactivity
From To

TOTAL NUMBER OF SHARES ISSUED	TOTAL GROSS ASSETS	ASSET DATE

Franchise Tax	Penalty	1.5% Monthly Interest	Annual Filing Fee	Prev Credit or Balance
$175.00	$0.00	$0.00	$50.00	$0.00

Prepaid Qrty. Payments	Amount Due	Amount Paid	Check Number
$0.00	$0.00	$225.00	

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT B

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:52 PM 03/26/2007
FILED 05:35 PM 03/26/2007
SRV 070362037 - 4323781 FILE

CERTIFICATE OF FORMATION

OF

Davis Manafort International LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company (hereinafter called the "company"), under the provisions and subject to the requirements of the Delaware Limited Liability Company Act, hereby certifies that:

1. The name of the limited liability company is Davis Manafort International LLC.

2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Kent County, Delaware 19904

3. The company will indemnify and hold harmless any manager or member or other person from and against any and all claims and demands whatsoever.

4. The company shall have the power to conduct any and all business that may be lawful under the laws of the state of Delaware.

5. The company is to be managed by one or more managers.

6. The duration of the company will be perpetual.

Executed on March 26, 2007.

Ryan e Sherman, Authorized Person

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT C

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:07 PM 06/29/2011
FILED 12:46 PM 06/29/2011
SRV 110775508 - 5004059 FILE

CERTIFICATE OF FORMATION
OF
DMP International LLC

The undersigned, being an authorized person for purposes of executing this Certificate of Formation on behalf of DMP International LLC, a Delaware Limited Liability Company (the "L.L.C."), desiring to comply with the requirements of 6 Del.C. Section 18-201 and the other provisions of the Delaware Limited Liability Company Act, 6 Del.C. Section 18-101, et seq. (the "Act"), hereby certifies as follows:

1. Name of the L.L.C.- The name of the L.L.C. is: DMP International LLC

2. Registered Office and Registered Agent of the L.L.C. - The name of the registered agent for service of process on the L.L.C. in the State of Delaware is Agents and Corporations, Inc. The address of the registered agent of the L.L.C. and the address of the registered office of the L.L.C. in the State of Delaware is 1201 Orange Street, Suite 600, City of Wilmington, New Castle County, Delaware 19801.

3. Date of Formation and Effective Date - The date of formation and the effective date of the L.L.C. shall be the date of filing of this Certificate of Formation with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation in accordance with the provisions of 6 Del.C. Section 18-201 this 29th day of June, 2011.

David N. Williams
(Authorized Person)

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT D

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:46 PM 01/27/2012
FILED 09:27 AM 01/27/2012
SRV 120092959 - 5101400 FILE

CERTIFICATE OF FORMATION
OF
BADE LLC

The undersigned, being an authorized person for purposes of executing this Certificate of Formation on behalf of BADE LLC, a Delaware Limited Liability Company (the "L.L.C."), desiring to comply with the requirements of 6 Del.C. Section 18-201 and the other provisions of the Delaware Limited Liability Company Act, 6 Del.C. Section 18-101, et seq. (the "Act"), hereby certifies as follows:

1. Name of the L.L.C. - The name of the L.L.C. is: BADE LLC.

2. Registered Office and Registered Agent of the L.L.C. - The name of the registered agent for service of process on the L.L.C. in the State of Delaware is Agents and Corporations, Inc. The address of the registered agent of the L.L.C. and the address of the registered office of the L.L.C. in the State of Delaware is 1201 Orange Street, Suite 600, Wilmington, DE 19801.

3. Date of Formation and Effective Date - The date of formation and the effective date of the L.L.C. shall be the date of filing of this Certificate of Formation with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation in accordance with the provisions of 6 Del.C. Section 18-201 on January 27, 2012.

John L. Williams
(Authorized Person)

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:40 AM 05/09/2019
FILED 11:40 AM 05/09/2019
SR 20193704586 - File Number 6225586

CERTIFICATE OF RESIGNATION OF REGISTERED AGENT

Agents and Corporations, Inc.("A&C") hereby resigns as registered agent in the State of Delaware for the attached list of Delaware Limited Liability Companies (Schedule A) without appointing a successor registered agent, pursuant to Del. Code Title 6 Section 18-104(d), effective immediately upon filing and hereby certifies that:

1. Written notice of such resignation was given to each of the Limited Liability Companies at least thirty (30) days prior to the filing of this Certificate by mailing or delivering such notice to the LLC at its address last known to A&C; and

2. The date such notice of resignation was sent to the LLC was October 18, 2018.

IN WITNESS WHEREOF, A&C has cause this Certificate of Resignation to be duly executed and acknowledged by the undersigned, its duly authorized officer.

Agents and Corporations, Inc.

By: _____
Name: John L. Williams
Title: President

IncNow Schedule A - DE LLC - April 2019

Name	FileNum
[redacted]	
BADE LLC	5101400
[redacted]	

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT E

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:16 PM 01/28/2011
FILED 03:51 PM 01/28/2011
SRV 110093189 - 4933430 FILE

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

-of-

JUPITER HOLDINGS MANAGEMENT, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST: The name of the limited liability company (hereinafter called the "limited liability company") is **Jupiter Holdings Management, LLC**.

SECOND: The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

Executed, signed and acknowledged on January 28, 2011.

/s/ Stephen B. Delman
Stephen B. Delman, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:38 PM 11/30/2017
FILED 02:38 PM 11/30/2017
SR 20177315918 - File Number 4933430

STATE OF DELAWARE
CERTIFICATE OF RESIGNATION OF REGISTERED AGENT WITHOUT APPOINTMENT OF A SUCCESSOR REGISTERED AGENT

Pursuant to the provisions of Section 18-104(d) of Title 6 of the Delaware Limited Liability Company Act, the undersigned agent for service of process, in order to resign as agent without appointment of a successor agent, hereby certifies that:

1. The name of the Limited Liability Company is JUPITER HOLDINGS MANAGEMENT, LLC.

2. The name of the resigning agent is Corporation Service Company.

3. That written notice of resignation was given to the affected Limited Liability Company at least 30 days prior to the filing of the certificate by mailing or delivering such notice to the Limited Liability Company at its address last known to the registered agent on October 30, 2017.

Corporation Service Company, Registered Agent

By: /s/ Deborah Hampton

Name: Deborah Hampton
Print or Type

Title: Assistant Secretary

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT F

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 09/25/1995
950218575 - 2548640

CERTIFICATE OF INCORPORATION

OF

DAVIS, MANAFORT & STONE, INC.

FIRST. The name of the Corporation is Davis, Manafort & Stone, Inc.

SECOND. The address of the Corporation's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

THIRD. The nature of the business or purposes to be conducted or promoted by the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of all classes of stock which the Corporation shall have authority to issue is 5,000 shares, par value $.01 per share. The Common Stock shall be issued in one series. All voting rights of the shareholders shall be vested exclusively in the outstanding shares of Common Stock, and each such share shall entitle the holder thereof to one vote per share.

FIFTH. The name of the Corporation's sole incorporator is Michael J. Owens, whose mailing address is One Financial Center, Boston, Massachusetts 02111.

SIXTH. The Corporation is to have perpetual existence.

SEVENTH. In furtherance of, and not in limitation of, powers conferred by statute, it is further provided:

A. The Board of Directors is expressly authorized to adopt, amend or repeal the By-Laws of the Corporation.

B. Election of directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

C. The books and records of the Corporation may be kept as such place within or without the State of Delaware as the By-Laws of the Corporation may provide or as may be designated from time to time by the Board of Directors.

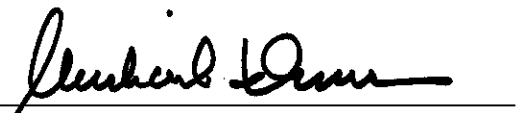
EIGHTH. Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them and/or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation under the provisions of Section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation under the provisions of Section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

NINTH. Except to the extent that the General Corporation Law of the State of Delaware prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

TENTH. The Corporation shall indemnify each person who at any time is, or shall have been, a director or officer of the Corporation, and is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is, or was, a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding to the maximum extent permitted by the General Corporation Law of Delaware. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which any such director or officer may be entitled, under any By-law, agreement, vote of directors or stockholders or otherwise.

ELEVENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute and this Certificate of Incorporation (as it may, from time to time, be amended, altered or changed), and all rights conferred upon stockholders herein are granted subject to this reservation.

The undersigned, Michael J. Owens, being the sole incorporator hereinabove named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that this is my free act and deed and that the facts herein stated are true, and accordingly have hereunto set my hand this 22nd day of September, 1995.



Michael J. Owens

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
DAVIS, MANAFORT & STONE, INC.

The undersigned President/Chair of Davis, Manafort & Stone, Inc., a Delaware corporation (the "Corporation"), does hereby certify that the following amendment to the Corporation's Certificate of Incorporation was approved by the Board of Directors of the Corporation in accordance with the provisions of the Delaware General Corporation Law:

RESOLVED: THAT Article FIRST of the Corporation's Certificate of Incorporation be amended and restated to read in its entirety as follows:

FIRST: The name of the corporation (hereinafter called the "corporation") is Davis Manafort & Freedman, Inc.

IN WITNESS WHEREOF, I have executed this certificate this 18th day of November 1996.

Paul J. Manafort, Jr.
President/Chair

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:00 PM 02/11/1997
971045339 - 2548640

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 10/29/1999
991464366 – 2548640

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

Davis Manafort & Freedman, Inc.

a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Davis Manafort & Freedman, Inc. resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "Article One" so that, as amended, said Article shall be and read as follows:

Davis Manafort, Inc.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said Davis Manafort & Freedman, Inc. has caused this certificate to be signed by Paul J. Manafort, Jr., an Authorized Officer, this 1st day of October, 1999.

By: _____
Authorized Officer

Name: Paul J. Manafort, Jr.
Print or Type

Title: Chief Executive Officer

CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
DAVIS MANAFORT & FREEDMAN, INC.

The undersigned President/Chief Executive Officer/Chair of Davis Manafort & Freedman, Inc., a Delaware Corporation (the "corporation"), does hereby certify that the following amendment to the Corporation's Certificate of Incorporation was approved by the Board of Directors of the Corporation in accordance with the provisions of the Delaware General Corporation Law:

RESOLVED: THAT Article FIRST of the Corporation's Certificate of Incorporation be amended and restated to read in its entirety as follows:

FIRST: The name of the corporation (hereinafter called the "Corporation") is Davis Manafort, Inc.

IN WITNESS WHEREOF, I have executed this certificate this 1st day of October, 1999.

Paul J. Manafort, Jr.
President, CEO and Chair

WITNESS: Rhonda C. Lake

UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
DAVIS MANAFORT & FREEDMAN, INC.
(a Delaware Corporation)

Pursuant to Section 14100 of the
Delaware General Corporation Law

The undersigned being all the directors of Davis Manafort & Freedman, Inc., (the "Corporation") do hereby unanimously consent to the adoption of the following resolutions and direct the Secretary of the Corporation to file the following with the minutes of the proceedings of the Board of Directors:

WHEREAS, the Corporation desire to change it's corporate name to Davis Manafort, Inc.

NOW, THEREFORE, BE IT:

RESOLVED, that Article First of the Corporation's Certificate of Incorporation be amended and restated to read in its entirety as follows:

FIRST: The name of the corporation (hereinafter called the "corporation") is Davis Manafort, Inc.

RESOLVED FURTHER, that the executive officers of the Corporation, and any one or more of them be, and they hereby are, authorized and directed to executive and file such certificates and other documents for and on behalf of the Corporation with such governmental authorities (including, without limitation, the Secretary of State of the State of Delaware and the commissioner of Internal Revenue of the United Sates of America) as may be necessary or appropriate in furtherance of the change of corporate name contemplated by the foregoing resolution.

DATED: October 1, 1999

Paul J. Manafort

Richard H. Davis

WITNESS:

State of Delaware
Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
DAVIS MANAFORT, INC.	2011

FILE NUMBER	INCORPORATION DATE	RENEWAL/REVOCATION DATE
2548640	1995/09/25	

PRINCIPAL PLACE OF BUSINESS
211 N. Union Street, Suite 250

Alexandria VA 22314 United States

PHONE NUMBER
703/299-9100

REGISTERED AGENT
THE CORPORATION TRUST COMPANY

CORPORATION TRUST CENTER
1209 ORANGE STREET

WILMINGTON DE 19801

AGENT NUMBER
9000010

AUTHORIZED STOCK BEGIN DATE	END DATE	DESIGNATION/ STOCK CLASS	NO. OF SHARES	PAR VALUE/ SHARE
1995/09/25		COMMON	5,000	.010000

OFFICER	NAME	STREET/CITY/STATE/ZIP	TITLE
Paul J. Manafort, Jr.		211 N. Union Street Suite 250 Alexandria VA 22314 United States	ChiefExecutiveOfficer

DIRECTORS	NAME	STREET/CITY/STATE/ZIP
Richard H. Davis		211 N. Union Street Suite 250 Alexandria VA 22314 United States

==========

Total number of directors:1

NOTICE: Pursuant to 8 Del. C. 502(b), If any officer or director of a corporation required to make an annual franchise tax report to the Secretary of State shall knowingly make any false statement in the report, such officer or director shall be guilty of perjury.

AUTHORIZED BY (OFFICER, DIRECTOR OR INCORPORATOR)	DATE	TITLE
Richard H. Davis 211 N. Union Street Suite 250 Alexandria VA 22314 United States	2012-03-01	Director

State of Delaware
Annual Franchise Tax Report

CORPORATION NAME	TAX YR.
DAVIS MANAFORT, INC.	2011

FILE NUMBER	FEDERAL EMPLOYER ID NO.
2548640	

ASSETS FOR REGULATED INVESTMENT CORPS
JAN. 1st. DEC. 31st.

Date(s) of Inactivity
From To

TOTAL NUMBER OF SHARES ISSUED	TOTAL GROSS ASSETS	ASSET DATE

Franchise Tax	Penalty	1.5% Monthly Interest	Annual Filing Fee	Prev Credit or Balance
75.00	0.00	0.00	50.00	0.00

Prepaid Qrty. Payments	Amount Due	Amount Paid	Check Number
0.00	125.00	125.00	

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT G

[redacted]

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA	*	
	*	CRIMINAL NO.
	*	
v.	*	(18 U.S.C. §§ 2, 371, 981(a)(1)(C), 982,
	*	1001(a), 1956(h), and 3551 et seq.; 22
PAUL J. MANAFORT, JR. and	*	U.S.C. §§ 612(a), 618(a)(1), and
RICHARD W. GATES III,	*	618(a)(2); 28 U.S.C. § 2461(c); 31 U.S.C.
	*	§§ 5314 and 5322(b))
Defendants.	*	
	*******	

INDICTMENT

The Grand Jury for the District of Columbia charges:

Case: 1:17-cr-00201
Assigned To : Judge Jackson, Amy Berman
Assign. Date : 10/27/2017
Description: INDICTMENT (B)

Introduction

At all times relevant to this Indictment:

1. Defendants PAUL J. MANAFORT, JR., (MANAFORT) and RICHARD W. GATES III (GATES) served for years as political consultants and lobbyists. Between at least 2006 and 2015, MANAFORT and GATES acted as unregistered agents of the Government of Ukraine, the Party of Regions (a Ukrainian political party whose leader Victor Yanukovych was President from 2010 to 2014), Yanukovych, and the Opposition Bloc (a successor to the Party of Regions that formed in 2014 when Yanukovych fled to Russia). MANAFORT and GATES generated tens of millions of dollars in income as a result of their Ukraine work. In order to hide Ukraine payments from United States authorities, from approximately 2006 through at least 2016, MANAFORT and GATES laundered the money through scores of United States and foreign corporations, partnerships, and bank accounts.

2. In furtherance of the scheme, MANAFORT and GATES funneled millions of dollars in payments into foreign nominee companies and bank accounts, opened by them and their accomplices in nominee names and in various foreign countries, including Cyprus, Saint Vincent & the Grenadines (Grenadines), and the Seychelles. MANAFORT and GATES hid the existence of the foreign companies and bank accounts, falsely and repeatedly reporting to their tax preparers and to the United States that they had no foreign bank accounts.

3. In furtherance of the scheme, MANAFORT and GATES concealed from the United States their work as agents of, and millions of dollars in payments from, Ukraine and its political parties and leaders. Because MANAFORT and GATES, among other things, directed a campaign to lobby United States officials on behalf of the Government of Ukraine, the President of Ukraine, and Ukrainian political parties, they were required by law to report to the United States their work and fees. MANAFORT and GATES did not do so. Instead, when the Department of Justice sent inquiries to MANAFORT and GATES in 2016 about their activities, MANAFORT and GATES responded with a series of false and misleading statements.

4. In furtherance of the scheme, MANAFORT used his hidden overseas wealth to enjoy a lavish lifestyle in the United States, without paying taxes on that income. MANAFORT, without reporting the income to his tax preparer or the United States, spent millions of dollars on luxury goods and services for himself and his extended family through payments wired from offshore nominee accounts to United States vendors. MANAFORT also used these offshore accounts to purchase multi-million dollar properties in the United States. MANAFORT then borrowed millions of dollars in loans using these properties as collateral, thereby obtaining cash in the United States without reporting and paying taxes on the income. In order to increase the amount of money he could access in the United States, MANAFORT defrauded the institutions that loaned money

on these properties so that they would lend him more money at more favorable rates than he would otherwise be able to obtain.

5. GATES aided MANAFORT in obtaining money from these offshore accounts, which he was instrumental in opening. Like MANAFORT, GATES used money from these offshore accounts to pay for his personal expenses, including his mortgage, children's tuition, and interior decorating of his Virginia residence.

6. In total, more than $75,000,000 flowed through the offshore accounts. MANAFORT laundered more than $18,000,000, which was used by him to buy property, goods, and services in the United States, income that he concealed from the United States Treasury, the Department of Justice, and others. GATES transferred more than $3,000,000 from the offshore accounts to other accounts that he controlled.

Relevant Individuals And Entities

7. MANAFORT was a United States citizen. He resided in homes in Virginia, Florida, and Long Island, New York.

8. GATES was a United States citizen. He resided in Virginia.

9. In 2005, MANAFORT and another partner created Davis Manafort Partners, Inc. (DMP) to engage principally in political consulting. DMP had staff in the United States, Ukraine, and Russia. In 2011, MANAFORT created DMP International, LLC (DMI) to engage in work for foreign clients, in particular political consulting, lobbying, and public relations for the Government of Ukraine, the Party of Regions, and members of the Party of Regions. DMI was a partnership solely owned by MANAFORT and his spouse. GATES worked for both DMP and DMI and served as MANAFORT's right-hand man.

10. The Party of Regions was a pro-Russia political party in Ukraine. Beginning in

approximately 2006, it retained MANAFORT, through DMP and then DMI, to advance its interests in Ukraine, including the election of its slate of candidates. In 2010, its candidate for President, Yanukovych, was elected President of Ukraine. In 2014, Yanukovych fled Ukraine for Russia in the wake of popular protests of widespread governmental corruption. Yanukovych, the Party of Regions, and the Government of Ukraine were MANAFORT, DMP, and DMI clients.

11. The European Centre for a Modern Ukraine (the Centre) was created in or about 2012 in Belgium as a mouthpiece for Yanukovych and the Party of Regions. The Centre was used by MANAFORT, GATES, and others in order to lobby and conduct a public relations campaign in the United States and Europe on behalf of the existing Ukraine regime. The Centre effectively ceased to operate upon the downfall of Yanukovych in 2014.

12. MANAFORT and GATES owned or controlled the following entities, which were used in the scheme (the MANAFORT-GATES entities):

Domestic Entities

Entity Name	**Date Created**	**Incorporation Location**
Bade LLC (RG)	January 2012	Delaware
Daisy Manafort, LLC (PM)	August 2008	Virginia
	March 2011	Florida
Davis Manafort International LLC (PM)	March 2007	Delaware
DMP (PM)	March 2005	Virginia
	March 2011	Florida
Davis Manafort, Inc. (PM)	October 1999	Delaware
	November 1999	Virginia

Entity Name	Date Created	Incorporation Location
DMI (PM)	June 2011	Delaware
	March 2012	Florida
Global Sites LLC (PM, RG)	July 2008	Delaware
Jemina LLC (RG)	July 2008	Delaware
Jesand Investment Corporation (PM)	April 2002	Virginia
Jesand Investments Corporation (PM)	March 2011	Florida
John Hannah, LLC (PM)	April 2006	Virginia
	March 2011	Florida
Jupiter Holdings Management, LLC (RG)	January 2011	Delaware
Lilred, LLC (PM)	December 2011	Florida
LOAV Ltd. (PM)	April 1992	Delaware
MC Brooklyn Holdings, LLC (PM)	November 2012	New York
MC Soho Holdings, LLC (PM)	January 2012	Florida
	April 2012	New York
Smythson LLC (also known as Symthson LLC) (PM, RG)	July 2008	Delaware

Cypriot Entities

Entity Name	Date Created	Incorporation Location
Actinet Trading Limited (PM, RG)	May 2009	Cyprus
Black Sea View Limited (PM, RG)	August 2007	Cyprus

Entity Name	Date Created	Incorporation Location
Bletilla Ventures Limited (PM, RG)	October 2010	Cyprus
Cavenari Investments Limited (RG)	December 2007	Cyprus
Global Highway Limited (PM, RG)	August 2007	Cyprus
Leviathan Advisors Limited (PM, RG)	August 2007	Cyprus
LOAV Advisors Limited (PM, RG)	August 2007	Cyprus
Lucicle Consultants Limited (PM, RG)	December 2008	Cyprus
Marziola Holdings Limited (PM)	March 2012	Cyprus
Olivenia Trading Limited (PM, RG)	March 2012	Cyprus
Peranova Holdings Limited (PM, RG)	June 2007	Cyprus
Serangon Holdings Limited (PM, RG)	January 2008	Cyprus

Other Foreign Entities

Entity Name	Date Created	Incorporation Location
Global Endeavour Inc. (also known as Global Endeavor Inc.) (PM)	Unknown	Grenadines
Jeunet Ltd. (PM)	August 2011	Grenadines
Pompolo Limited (RG)	April 2013	United Kingdom

13. The Internal Revenue Service (IRS) was a bureau in the United States Department of the Treasury responsible for administering the tax laws of the United States and collecting taxes owed to the Treasury.

The Scheme

14. Between in or around 2008 and 2017, both dates being approximate and inclusive, in the District of Columbia and elsewhere, MANAFORT and GATES devised and intended to devise, and executed and attempted to execute, a scheme and artifice to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises from the United States, banks, and other financial institutions. As part of the scheme, MANAFORT and GATES repeatedly provided false information to financial bookkeepers, tax accountants, and legal counsel, among others.

MANAFORT And GATES' Wiring Of Money From Offshore Accounts Into The United States

15. In order to use the money in the offshore nominee accounts of the MANAFORT-GATES entities without paying taxes on it, MANAFORT and GATES caused millions of dollars in wire transfers from these accounts to be made for goods, services, and real estate. They did not report these transfers as income to DMP, DMI, or MANAFORT.

16. From 2008 to 2014, MANAFORT caused the following wires, totaling over $12,000,000, to be sent to the vendors listed below for personal items. MANAFORT did not pay taxes on this income, which was used to make the purchases.

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
Vendor A (Home Improvement Company in the Hamptons, New York)	6/10/2008	LOAV Advisors Limited	Cyprus	$107,000
	6/25/2008	LOAV Advisors Limited	Cyprus	$23,500
	7/7/2008	LOAV Advisors Limited	Cyprus	$20,000
	8/5/2008	Yiakora Ventures Limited	Cyprus	$59,000
	9/2/2008	Yiakora Ventures Limited	Cyprus	$272,000
	10/6/2008	Yiakora Ventures Limited	Cyprus	$109,000

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	10/24/2008	Yiakora Ventures Limited	Cyprus	$107,800
	11/20/2008	Yiakora Ventures Limited	Cyprus	$77,400
	12/22/2008	Yiakora Ventures Limited	Cyprus	$100,000
	1/14/2009	Yiakora Ventures Limited	Cyprus	$9,250
	1/29/2009	Yiakora Ventures Limited	Cyprus	$97,670
	2/25/2009	Yiakora Ventures Limited	Cyprus	$108,100
	4/16/2009	Yiakora Ventures Limited	Cyprus	$94,394
	5/7/2009	Yiakora Ventures Limited	Cyprus	$54,000
	5/12/2009	Yiakora Ventures Limited	Cyprus	$9,550
	6/1/2009	Yiakora Ventures Limited	Cyprus	$86,650
	6/18/2009	Yiakora Ventures Limited	Cyprus	$34,400
	7/31/2009	Yiakora Ventures Limited	Cyprus	$106,000
	8/28/2009	Yiakora Ventures Limited	Cyprus	$37,000
	9/23/2009	Yiakora Ventures Limited	Cyprus	$203,500
	10/26/2009	Yiakora Ventures Limited	Cyprus	$38,800
	11/18/2009	Global Highway Limited	Cyprus	$130,906
	3/8/2010	Global Highway Limited	Cyprus	$124,000
	5/11/2010	Global Highway Limited	Cyprus	$25,000
	7/8/2010	Global Highway Limited	Cyprus	$28,000
	7/23/2010	Leviathan Advisors Limited	Cyprus	$26,500
	8/12/2010	Leviathan Advisors Limited	Cyprus	$138,900
	9/2/2010	Yiakora Ventures Limited	Cyprus	$31,500
	10/6/2010	Global Highway Limited	Cyprus	$67,600
	10/14/2010	Yiakora Ventures Limited	Cyprus	$107,600
	10/18/2010	Leviathan Advisors Limited	Cyprus	$31,500
	12/16/2010	Global Highway Limited	Cyprus	$46,160
	2/7/2011	Global Highway Limited	Cyprus	$36,500
	3/22/2011	Leviathan Advisors Limited	Cyprus	$26,800
	4/4/2011	Leviathan Advisors Limited	Cyprus	$195,000
	5/3/2011	Global Highway Limited	Cyprus	$95,000
	5/16/2011	Leviathan Advisors Limited	Cyprus	$6,500
	5/31/2011	Leviathan Advisors Limited	Cyprus	$70,000
	6/27/2011	Leviathan Advisors Limited	Cyprus	$39,900
	7/27/2011	Leviathan Advisors Limited	Cyprus	$95,000
	10/24/2011	Global Highway Limited	Cyprus	$22,000
	10/25/2011	Global Highway Limited	Cyprus	$9,300
	11/15/2011	Global Highway Limited	Cyprus	$74,000
	11/23/2011	Global Highway Limited	Cyprus	$22,300

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	11/29/2011	Global Highway Limited	Cyprus	$6,100
	12/12/2011	Leviathan Advisors Limited	Cyprus	$17,800
	1/17/2012	Global Highway Limited	Cyprus	$29,800
	1/20/2012	Global Highway Limited	Cyprus	$42,600
	2/9/2012	Global Highway Limited	Cyprus	$22,300
	2/23/2012	Global Highway Limited	Cyprus	$75,000
	2/28/2012	Global Highway Limited	Cyprus	$22,300
	3/28/2012	Peranova Holdings Limited	Cyprus	$37,500
	4/18/2012	Lucicle Consultants Limited	Cyprus	$50,000
	5/15/2012	Lucicle Consultants Limited	Cyprus	$79,000
	6/5/2012	Lucicle Consultants Limited	Cyprus	$45,000
	6/19/2012	Lucicle Consultants Limited	Cyprus	$11,860
	7/9/2012	Lucicle Consultants Limited	Cyprus	$10,800
	7/18/2012	Lucicle Consultants Limited	Cyprus	$88,000
	8/7/2012	Lucicle Consultants Limited	Cyprus	$48,800
	9/27/2012	Lucicle Consultants Limited	Cyprus	$100,000
	11/20/2012	Lucicle Consultants Limited	Cyprus	$298,000
	12/20/2012	Lucicle Consultants Limited	Cyprus	$55,000
	1/29/2013	Lucicle Consultants Limited	Cyprus	$149,000
	3/12/2013	Lucicle Consultants Limited	Cyprus	$375,000
	8/29/2013	Global Endeavour Inc.	Grenadines	$200,000
	11/13/2013	Global Endeavour Inc.	Grenadines	$75,000
	11/26/2013	Global Endeavour Inc.	Grenadines	$80,000
	12/6/2013	Global Endeavour Inc.	Grenadines	$130,000
	12/12/2013	Global Endeavour Inc.	Grenadines	$90,000
	4/22/2014	*Unknown*	*Unknown*	$56,293
	8/18/2014	Global Endeavour Inc.	Grenadines	$34,660
			Vendor A Total	**$5,434,793**
Vendor B (Home Automation, Lighting and Home Entertainment Company in Florida)	3/22/2011	Leviathan Advisors Limited	Cyprus	$12,000
	3/28/2011	Leviathan Advisors Limited	Cyprus	$25,000
	4/27/2011	Leviathan Advisors Limited	Cyprus	$12,000
	5/16/2011	Leviathan Advisors Limited	Cyprus	$25,000
	11/15/2011	Global Highway Limited	Cyprus	$17,006
	11/23/2011	Global Highway Limited	Cyprus	$11,000
	2/28/2012	Global Highway Limited	Cyprus	$6,200
	10/31/2012	Lucicle Consultants Limited	Cyprus	$290,000
	12/17/2012	Lucicle Consultants Limited	Cyprus	$160,600
	1/15/2013	Lucicle Consultants Limited	Cyprus	$194,000

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	1/24/2013	Lucicle Consultants Limited	Cyprus	$6,300
	2/12/2013	Lucicle Consultants Limited	Cyprus	$51,600
	2/26/2013	Lucicle Consultants Limited	Cyprus	$260,000
	7/15/2013	Pompolo Limited	United Kingdom	$175,575
	11/5/2013	Global Endeavour Inc.	Grenadines	$73,000
			Vendor B Total	**$1,319,281**
Vendor C (Antique Rug Store in Alexandria, Virginia)	10/7/2008	Yiakora Ventures Limited	Cyprus	$15,750
	3/17/2009	Yiakora Ventures Limited	Cyprus	$46,200
	4/16/2009	Yiakora Ventures Limited	Cyprus	$7,400
	4/27/2009	Yiakora Ventures Limited	Cyprus	$65,000
	5/7/2009	Yiakora Ventures Limited	Cyprus	$210,000
	7/15/2009	Yiakora Ventures Limited	Cyprus	$200,000
	3/31/2010	Yiakora Ventures Limited	Cyprus	$140,000
	6/16/2010	Global Highway Limited	Cyprus	$250,000
			Vendor C Total	**$934,350**
Vendor D (Related to Vendor C)	2/28/2012	Global Highway Limited	Cyprus	$100,000
			Vendor D Total	**$100,000**
Vendor E (Men's Clothing Store in New York)	11/7/2008	Yiakora Ventures Limited	Cyprus	$32,000
	2/5/2009	Yiakora Ventures Limited	Cyprus	$22,750
	4/27/2009	Yiakora Ventures Limited	Cyprus	$13,500
	10/26/2009	Yiakora Ventures Limited	Cyprus	$32,500
	3/30/2010	Yiakora Ventures Limited	Cyprus	$15,000
	5/11/2010	Global Highway Limited	Cyprus	$39,000
	6/28/2010	Leviathan Advisors Limited	Cyprus	$5,000
	8/12/2010	Leviathan Advisors Limited	Cyprus	$32,500
	11/17/2010	Global Highway Limited	Cyprus	$11,500
	2/7/2011	Global Highway Limited	Cyprus	$24,000
	3/22/2011	Leviathan Advisors Limited	Cyprus	$43,600
	3/28/2011	Leviathan Advisors Limited	Cyprus	$12,000
	4/27/2011	Leviathan Advisors Limited	Cyprus	$3,000
	6/30/2011	Global Highway Limited	Cyprus	$24,500
	9/26/2011	Leviathan Advisors Limited	Cyprus	$12,000
	11/2/2011	Global Highway Limited	Cyprus	$26,700
	12/12/2011	Leviathan Advisors Limited	Cyprus	$46,000
	2/9/2012	Global Highway Limited	Cyprus	$2,800

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	2/28/2012	Global Highway Limited	Cyprus	$16,000
	3/14/2012	Lucicle Consultants Limited	Cyprus	$8,000
	4/18/2012	Lucicle Consultants Limited	Cyprus	$48,550
	5/15/2012	Lucicle Consultants Limited	Cyprus	$7,000
	6/19/2012	Lucicle Consultants Limited	Cyprus	$21,600
	8/7/2012	Lucicle Consultants Limited	Cyprus	$15,500
	11/20/2012	Lucicle Consultants Limited	Cyprus	$10,900
	12/20/2012	Lucicle Consultants Limited	Cyprus	$7,500
	1/15/2013	Lucicle Consultants Limited	Cyprus	$37,000
	2/12/2013	Lucicle Consultants Limited	Cyprus	$7,000
	2/26/2013	Lucicle Consultants Limited	Cyprus	$39,000
	9/3/2013	Global Endeavour Inc.	Grenadines	$81,500
	10/15/2013	Global Endeavour Inc.	Grenadines	$53,000
	11/26/2013	Global Endeavour Inc.	Grenadines	$13,200
	4/24/2014	Global Endeavour Inc.	*Unknown*	$26,680
	9/11/2014	Global Endeavour Inc.	Grenadines	$58,435
			Vendor E Total	**$849,215**
Vendor F (Landscaper in the Hamptons, New York)	4/27/2009	Yiakora Ventures Limited	Cyprus	$34,000
	5/12/2009	Yiakora Ventures Limited	Cyprus	$45,700
	6/1/2009	Yiakora Ventures Limited	Cyprus	$21,500
	6/18/2009	Yiakora Ventures Limited	Cyprus	$29,000
	9/21/2009	Yiakora Ventures Limited	Cyprus	$21,800
	5/11/2010	Global Highway Limited	Cyprus	$44,000
	6/28/2010	Leviathan Advisors Limited	Cyprus	$50,000
	7/23/2010	Leviathan Advisors Limited	Cyprus	$19,000
	9/2/2010	Yiakora Ventures Limited	Cyprus	$21,000
	10/6/2010	Global Highway Limited	Cyprus	$57,700
	10/18/2010	Leviathan Advisors Limited	Cyprus	$26,000
	12/16/2010	Global Highway Limited	Cyprus	$20,000
	3/22/2011	Leviathan Advisors Limited	Cyprus	$50,000
	5/3/2011	Global Highway Limited	Cyprus	$40,000
	6/1/2011	Leviathan Advisors Limited	Cyprus	$44,000
	7/27/2011	Leviathan Advisors Limited	Cyprus	$27,000
	8/16/2011	Leviathan Advisors Limited	Cyprus	$13,450
	9/19/2011	Leviathan Advisors Limited	Cyprus	$12,000
	10/24/2011	Global Highway Limited	Cyprus	$42,000
	11/2/2011	Global Highway Limited	Cyprus	$37,350
			Vendor F Total	**$655,500**

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
Vendor G (Antique Dealer in New York)	9/2/2010	Yiakora Ventures Limited	Cyprus	$165,000
	10/18/2010	Leviathan Advisors Limited	Cyprus	$165,000
	2/28/2012	Global Highway Limited	Cyprus	$190,600
	3/14/2012	Lucicle Consultants Limited	Cyprus	$75,000
	2/26/2013	Lucicle Consultants Limited	Cyprus	$28,310
			Vendor G Total	**$623,910**
Vendor H (Clothing Store in Beverly Hills, California)	6/25/2008	LOAV Advisors Limited	Cyprus	$52,000
	12/16/2008	Yiakora Ventures Limited	Cyprus	$49,000
	12/22/2008	Yiakora Ventures Limited	Cyprus	$10,260
	8/12/2009	Yiakora Ventures Limited	Cyprus	$76,400
	5/11/2010	Global Highway Limited	Cyprus	$85,000
	11/17/2010	Global Highway Limited	Cyprus	$128,280
	5/31/2011	Leviathan Advisors Limited	Cyprus	$64,000
	11/15/2011	Global Highway Limited	Cyprus	$48,000
	12/17/2012	Lucicle Consultants Limited	Cyprus	$7,500
			Vendor H Total	**$520,440**
Vendor I (Investment Company)	9/3/2013	Global Endeavour Inc.	Grenadines	$500,000
			Vendor I Total	**$500,000**
Vendor J (Contractor in Florida)	11/15/2011	Global Highway Limited	Cyprus	$8,000
	12/5/2011	Leviathan Advisors Limited	Cyprus	$11,237
	12/21/2011	Black Sea View Limited	Cyprus	$20,000
	2/9/2012	Global Highway Limited	Cyprus	$51,000
	5/17/2012	Lucicle Consultants Limited	Cyprus	$68,000
	6/19/2012	Lucicle Consultants Limited	Cyprus	$60,000
	7/18/2012	Lucicle Consultants Limited	Cyprus	$32,250
	9/19/2012	Lucicle Consultants Limited	Cyprus	$112,000
	11/30/2012	Lucicle Consultants Limited	Cyprus	$39,700
	1/9/2013	Lucicle Consultants Limited	Cyprus	$25,600
	2/28/2013	Lucicle Consultants Limited	Cyprus	$4,700
			Vendor J Total	**$432,487**
Vendor K (Landscaper in the Hamptons, New York)	12/5/2011	Leviathan Advisors Limited	Cyprus	$4,115
	3/1/2012	Global Highway Limited	Cyprus	$50,000
	6/6/2012	Lucicle Consultants Limited	Cyprus	$47,800
	6/25/2012	Lucicle Consultants Limited	Cyprus	$17,900
	6/27/2012	Lucicle Consultants Limited	Cyprus	$18,900

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	2/12/2013	Lucicle Consultants Limited	Cyprus	$3,300
	7/15/2013	Pompolo Limited	United Kingdom	$13,325
	11/26/2013	Global Endeavour Inc.	Grenadines	$9,400
			Vendor K Total	**$164,740**
Vendor L (Payments Relating to three Range Rovers)	4/12/2012	Lucicle Consultants Limited	Cyprus	$83,525
	5/2/2012	Lucicle Consultants Limited	Cyprus	$12,525
	6/29/2012	Lucicle Consultants Limited	Cyprus	$67,655
			Vendor L Total	**$163,705**
Vendor M (Contractor in Virginia)	11/20/2012	Lucicle Consultants Limited	Cyprus	$45,000
	12/7/2012	Lucicle Consultants Limited	Cyprus	$21,000
	12/17/2012	Lucicle Consultants Limited	Cyprus	$21,000
	1/17/2013	Lucicle Consultants Limited	Cyprus	$18,750
	1/29/2013	Lucicle Consultants Limited	Cyprus	$9,400
	2/12/2013	Lucicle Consultants Limited	Cyprus	$10,500
			Vendor M Total	**$125,650**
Vendor N (Audio, Video, and Control System Home Integration and Installation Company in the Hamptons, New York)	1/29/2009	Yiakora Ventures Limited	Cyprus	$10,000
	3/17/2009	Yiakora Ventures Limited	Cyprus	$21,725
	4/16/2009	Yiakora Ventures Limited	Cyprus	$24,650
	12/2/2009	Global Highway Limited	Cyprus	$10,000
	3/8/2010	Global Highway Limited	Cyprus	$20,300
	4/23/2010	Yiakora Ventures Limited	Cyprus	$8,500
	7/29/2010	Leviathan Advisors Limited	Cyprus	$17,650
			Vendor N Total	**$112,825**
Vendor O (Purchase of Mercedes Benz)	10/5/2012	Lucicle Consultants Limited	Cyprus	$62,750
			Vendor O Total	**$62,750**
Vendor P (Purchase of Range Rover)	12/30/2008	Yiakora Ventures Limited	Cyprus	$47,000
			Vendor P Total	**$47,000**
Vendor Q	9/2/2010	Yiakora Ventures Limited	Cyprus	$10,000
	10/6/2010	Global Highway Limited	Cyprus	$10,000

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
(Property Management Company in South Carolina)	10/18/2010	Leviathan Advisors Limited	Cyprus	$10,000
	2/8/2011	Global Highway Limited	Cyprus	$13,500
	2/9/2012	Global Highway Limited	Cyprus	$2,500
			Vendor Q Total	**$46,000**
Vendor R (Art Gallery in Florida)	2/9/2011	Global Highway Limited	Cyprus	$17,900
	2/14/2013	Lucicle Consultants Limited	Cyprus	$14,000
			Vendor R Total	**$31,900**
Vendor S (Housekeeping in New York)	9/26/2011	Leviathan Advisors Limited	Cyprus	$5,000
	9/19/2012	Lucicle Consultants Limited	Cyprus	$5,000
	10/9/2013	Global Endeavour Inc.	Grenadines	$10,000
			Vendor S Total	**$20,000**

17. In 2012, MANAFORT caused the following wires to be sent to the entities listed below to purchase the real estate also listed below. MANAFORT did not report the money used to make these purchases on his 2012 tax return.

Property Purchased	Payee	Date	Originating Account	Country of Origin	Amount
Howard Street Condominium (New York)	DMP International LLC	2/1/2012	Peranova Holdings Limited	Cyprus	$1,500,000
Union Street Brownstone, (New York)	Attorney Account Of [Real Estate Attorney]	11/29/2012	Actinet Trading Limited	Cyprus	$1,800,000
		11/29/2012	Actinet Trading Limited	Cyprus	$1,200,000
Arlington House (Virginia)	Real Estate Trust	8/31/2012	Lucicle Consultants Limited	Cyprus	$1,900,000

MANAFORT And GATES' Hiding Of Ukraine Lobbying And Public Relations Work

18. It is illegal to act as an agent of a foreign principal engaged in certain United States influence activities without registering the affiliation. Specifically, a person who engages in lobbying or public relations work in the United States (hereafter collectively referred to as lobbying) for a foreign principal such as the Government of Ukraine or the Party of Regions is required to provide a detailed written registration statement to the United States Department of Justice. The filing, made under oath, must disclose the name of the foreign principal, the financial payments to the lobbyist, and the measures undertaken for the foreign principal, among other information. A person required to make such a filing must further make in all lobbying material a "conspicuous statement" that the materials are distributed on behalf of the foreign principal, among other things. The filing thus permits public awareness and evaluation of the activities of a lobbyist who acts as an agent of a foreign power or foreign political party in the United States.

19. In furtherance of the scheme, from 2006 until 2014, both dates being approximate and inclusive, MANAFORT and GATES engaged in a multi-million dollar lobbying campaign in the United States at the direction of Yanukovych, the Party of Regions, and the Government of Ukraine. MANAFORT and GATES did so without registering and providing the disclosures required by law.

20. As part of the scheme, in February 2012, MANAFORT and GATES solicited two Washington, D.C., firms (Company A and Company B) to lobby in the United States on behalf of Yanukovych, the Party of Regions, and the Government of Ukraine. For instance, GATES wrote to Company A that it would be "representing the Government of Ukraine in [Washington,] DC."

21. MANAFORT repeatedly communicated in person and in writing with Yanukovych, and

GATES passed on directions to Company A and Company B. For instance, MANAFORT wrote Yanukovych a memorandum dated April 8, 2012, in which he provided Yanukovych an update on the lobbying firms' activities "since the inception of the project a few weeks ago. It is my intention to provide you with a weekly update moving forward." Toward the end of that first year, in November 2012, GATES wrote to Company A and Company B that the firms needed to prepare an assessment of their past and prospective lobbying efforts so the "President" could be briefed by "Paul" "on what Ukraine has done well and what it can do better as we move into 2013."

22. At the direction of MANAFORT and GATES, Company A and Company B engaged in extensive lobbying. Among other things, they lobbied multiple Members of Congress and their staffs about Ukraine sanctions, the validity of Ukraine elections, and the propriety of Yanukovych's imprisoning his presidential rival, Yulia Tymoshenko (who had served as Ukraine President prior to Yanukovych). MANAFORT and GATES also lobbied in connection with the roll out of a report concerning the Tymoshenko trial commissioned by the Government of Ukraine. MANAFORT and GATES used one of their offshore accounts to funnel $4 million to pay secretly for the report.

23. To minimize public disclosure of their lobbying campaign, MANAFORT and GATES arranged for the Centre to be the nominal client of Company A and Company B, even though in fact the Centre was under the ultimate direction of the Government of Ukraine, Yanukovych, and the Party of Regions. For instance, MANAFORT and GATES selected Company A and Company B, and only thereafter did the Centre sign contracts with the lobbying firms without ever meeting either company. Company A and Company B were paid for their services not by their nominal client, the Centre, but solely through off-shore accounts associated with the MANAFORT-GATES entities, namely Bletilla Ventures Limited (in Cyprus) and Jeunet Ltd. and Global Endeavour Inc.

(in Grenadines). In total, Company A and Company B were paid more than $2 million from these accounts between 2012 and 2014.

24. To conceal the scheme, MANAFORT and GATES developed a false and misleading cover story that would distance themselves and the Government of Ukraine, Yanukovych, and the Party of Regions from the Centre, Company A, and Company B. For instance, in the wake of extensive press reports on MANAFORT and his connections with Ukraine, on August 16, 2016, GATES communicated false talking points to Company B in writing, including:

- Q: "Can you describe your initial contact with [Company B] and the lobbying goals he discussed with them?" A: "We provided an introduction between the [Centre] and [Company B/Company A] in 2012. The [Centre] was seeking to retain representation in Washington, DC to support the mission of the NGO."
- A: "Our [MANAFORT and GATES'] task was to assist the [Centre] find representation in Washington, but at no time did our firm or members provide any direct lobbying support."
- A: "The structure of the arrangement between the [Centre] and [Company A and Company B] was worked out by the two parties."
- Q: "Can you say where the funding from for [sic] the [Centre] came from? (this amounted to well over a million dollars between 2012 and 2014)." A: "This is a question better asked of the [Centre] who contracted with the two firms."
- Q: "Can you describe the lobbying work specifically undertaken by [Company B] on behalf of the Party of Regions/the [Centre]?" A: "This is a question better asked to Company B and/or the [Centre] as the agreement was between the parties. Our firm did not play a role in the structure, nor were we registered lobbyists."

Company B through a principal replied to GATES the same day that "there's a lot of email traffic that has you much more involved than this suggests[.] We will not disclose that but heaven knows what former employees of [Company B] or [Company A] might say."

25. In September 2016, after numerous recent press reports concerning MANAFORT, the Department of Justice informed MANAFORT, GATES, and DMI that it sought to determine whether they had acted as agents of a foreign principal under the Foreign Agents Registration Act (FARA), without registering. In November 2016 and February 2017, MANAFORT, GATES, and DMI caused false and misleading letters to be submitted to the Department of Justice, which mirrored the false cover story set out above. The letters, both of which were approved by MANAFORT and GATES before they were submitted, represented, among other things, that:

- DMI's "efforts on behalf of the Party of Regions" "did not include meetings or outreach within the U.S.";
- MANAFORT and GATES did not "recall meeting with or conducting outreach to U.S. government officials or U.S. media outlets on behalf of the [Centre], nor do they recall being party to, arranging, or facilitating any such communications. Rather, it is the recollection and understanding of Messrs. Gates and Manafort that such communications would have been facilitated and conducted by the [Centre's] U.S. consultants, as directed by the [Centre]. . . .";
- MANAFORT and GATES had merely served as a means of introduction of Company A and Company B to the Centre and provided the Centre with a list of "potential U.S.-based consultants—including [Company A] and [Company B]—for the [Centre's] reference and further consideration."
- DMI "does not retain communications beyond thirty days" and as a result of

this policy, a "search has returned no responsive documents." The November 2016 letter attached a one-page, undated document that purported to be a DMI "Email Retention Policy."

26. In fact, MANAFORT and GATES had: selected Company A and Company B; engaged in weekly scheduled calls and frequent emails with Company A and Company B to provide them directions as to specific lobbying steps that should be taken; sought and received detailed oral and written reports from these firms on the lobbying work they had performed; communicated with Yanukovych to brief him on their lobbying efforts; both congratulated and reprimanded Company A and Company B on their lobbying work; communicated directly with United States officials in connection with this work; and paid the lobbying firms over $2 million from offshore accounts they controlled, among other things. In addition, court-authorized searches of MANAFORT and GATES' DMI email accounts and MANAFORT's Virginia residence in July 2017 revealed numerous documents, including documents related to lobbying, which were more than thirty-days old at the time of the November 2016 letter to the Department of Justice.

MANAFORT And GATES' Hiding Of Foreign Bank Accounts And False Filings

27. United States citizens who have authority over certain foreign bank accounts -- whether or not the accounts are set up in the names of nominees who act for their principals -- have reporting obligations to the United States.

28. First, the Bank Secrecy Act and its implementing regulations require United States citizens to report to the United States Treasury any financial interest in, or signatory authority over, any bank account or other financial account held in foreign countries, for every calendar year in which the aggregate balance of all such foreign accounts exceeds $10,000 at any point during the year.

This is commonly known as a foreign bank account report or "FBAR." The Bank Secrecy Act requires these reports because they have a high degree of usefulness in criminal, tax, or regulatory investigations or proceedings. The United States Treasury's Financial Crimes Enforcement Network (FinCEN) is the custodian for FBAR filings, and FinCEN provides access to its FBAR database to law enforcement entities, including the Federal Bureau of Investigation. The reports filed by individuals and businesses are used by law enforcement to identify, detect, and deter money laundering that furthers criminal enterprise activity, tax evasion, and other unlawful activities.

29. Second, United States citizens also are obligated to report information to the IRS regarding foreign bank accounts. For instance, in 2010 Form 1040, Schedule B had a "Yes" or "No" box to record an answer to the question: "At any time during [the calendar year], did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account?" If the answer was "Yes," then the form required the taxpayer to enter the name of the foreign country in which the financial account was located.

30. For each year in or about and between 2008 through at least 2014, MANAFORT had authority over foreign accounts that required an FBAR report. Specifically, MANAFORT was required to report to the United States Treasury each foreign bank account held by the foreign MANAFORT-GATES entities noted above in paragraph 12 that bear the initials PM. No FBAR reports were made by MANAFORT for these accounts.

31. For each year in or about and between 2008 through at least 2013, GATES had authority over foreign accounts that required an FBAR report. Specifically, GATES was required to report to the United States Treasury each foreign bank account held by the foreign MANAFORT-GATES

entities noted above in paragraph 12 that bear the initials RG, as well as three other accounts in the United Kingdom. No FBAR reports were made by GATES for these accounts.

32. Furthermore, in each of MANAFORT's tax filings for 2008 through 2014, MANAFORT represented falsely that he did not have authority over any foreign bank accounts. MANAFORT and GATES had repeatedly and falsely represented in writing to MANAFORT's tax preparer that MANAFORT had no authority over foreign bank accounts, knowing that such false representations would result in false MANAFORT tax filings. For instance, on October 4, 2011, MANAFORT's tax preparer asked MANAFORT in writing: "At any time during 2010, did you [or your wife or children] have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account or other financial account?" On the same day, MANAFORT falsely responded "NO." MANAFORT responded the same way as recently as October 3, 2016, when MANAFORT's tax preparer again emailed the question in connection with the preparation of MANAFORT's tax returns: "Foreign bank accounts etc.?" MANAFORT responded on or about the same day: "NONE."

MANAFORT And GATES' Fraud To Increase Access To Offshore Money

33. After MANAFORT used his offshore accounts to purchase real estate in the United States, he took out mortgages on the properties thereby allowing MANAFORT to have the benefits of liquid income without paying taxes on it. Further, MANAFORT defrauded the banks that loaned him the money so that he could withdraw more money at a cheaper rate than he otherwise would have been permitted.

34. In 2012, MANAFORT, through a corporate vehicle called "MC Soho Holdings, LLC" owned by him and his family, bought a condominium on Howard Street in the Soho neighborhood

in Manhattan, New York. He paid approximately $2,850,000. All the money used to purchase the condominium came from MANAFORT entities in Cyprus. MANAFORT used the property from at least January 2015 through 2016 as an income-generating rental property, charging thousands of dollars a week on Airbnb, among other places. In his tax returns, MANAFORT took advantage of the beneficial tax consequences of owning this rental property.

35. In late 2015 through early 2016, MANAFORT applied for a mortgage on the condominium. Because the bank would permit a greater loan amount if the property were owner-occupied, MANAFORT falsely represented to the bank and its agents that it was a secondary home used as such by his daughter and son-in-law and was not a property held as a rental property. For instance, on January 26, 2016, MANAFORT wrote to his son-in-law to advise him that when the bank appraiser came to assess the condominium his son-in-law should "[r]emember, he believes that you and [MANAFORT's daughter] are living there." Based on a request from MANAFORT, GATES caused a document to be created which listed the Howard Street property as the second home of MANAFORT's daughter and son-in-law, when GATES knew this fact to be false. As a result of his false representations, in March 2016 the bank provided MANAFORT a loan for approximately $3,185,000.

36. Also in 2012, MANAFORT -- through a corporate vehicle called "MC Brooklyn Holdings, LLC" similarly owned by him and his family -- bought a brownstone on Union Street in the Carroll Gardens section of Brooklyn, New York. He paid approximately $3,000,000 in cash for the property. All of that money came from a MANAFORT entity in Cyprus. After purchase of the property, MANAFORT began renovations to transform it from a multi-family dwelling into a single family home. In late 2015 through early 2016, MANAFORT sought to borrow cash against the property. The institution MANAFORT went to for the loan provided greater loan amounts for

"construction loans" -- that is, loans that required the loan amounts to be used to pay solely for construction of the property and thus increase the value of the property serving as the loan's collateral. The institution would thus loan money against the expected completed value of the property, which in the case of the Union Street property was estimated to be $8,000,000. In early 2016, MANAFORT was able to obtain a loan of approximately $5,000,000, after promising the bank that approximately $1,400,000 of the loan would be used solely for construction of the Union Street property. However, MANAFORT never intended to limit use of the proceeds to construction as required by the loan contracts. In December 2015, before the loan was made, MANAFORT wrote his tax preparer, among others, that the construction loan "will allow me to pay back the [another Manafort apartment] mortgage in full. . . ." Further, when the construction loan closed, MANAFORT used hundreds of thousands of dollars from the construction loan to make a down payment on another property in California.

Statutory Allegations

COUNT ONE
(Conspiracy Against The United States)

37. Paragraphs 1 through 30 and 32 through 36 are incorporated here.

38. From in or about and between 2006 and 2017, both dates being approximate and inclusive, in the District of Columbia and elsewhere, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III, together with others, knowingly and intentionally conspired to defraud the United States by impeding, impairing, obstructing, and defeating the lawful governmental functions of a government agency, namely the Department of Justice and the Department of the Treasury, and to commit offenses against the United States, to wit, the violations of law charged

in Counts Three through Six and Ten through Twelve.

39. In furtherance of the conspiracy and to effect its illegal object, MANAFORT and GATES committed the overt acts noted in Count Eleven and the overt acts, among others, in the District of Columbia and elsewhere as set forth in paragraphs 9, 16, 17, 20-25, 32, and 34-36, which are incorporated herein.

(18 U.S.C. § 371)

COUNT TWO
(Conspiracy To Launder Money)

40. Paragraphs 1 through 30 and 32 through 36 are incorporated here.

41. In or around and between 2006 and 2016, both dates being approximate and inclusive, within the District of Columbia and elsewhere, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III, together with others, did knowingly and intentionally conspire to:

(a) transport, transmit, and transfer monetary instruments and funds from places outside the United States to and through places in the United States and from places in the United States to and through places outside the United States, with the intent to promote the carrying on of specified unlawful activity, to wit: a felony violation of the FARA, in violation of Title 22, United States Code, Sections 612 and 618 (the "Specified Unlawful Activity"), contrary to Title 18, United States Code, Section 1956(a)(2)(A); and

(b) conduct financial transactions, affecting interstate and foreign commerce, knowing that the property involved in the financial transactions would represent the proceeds of some form of unlawful activity, and the transactions in fact would involve the proceeds of Specified Unlawful Activity, knowing that such financial transactions were designed in whole and in part (i) to engage in conduct constituting a violation of sections 7201 and

7206 of the Internal Revenue Code of 1986, and (ii) to conceal and disguise the nature, location, source, ownership, and control of the proceeds of the Specified Unlawful Activity, contrary to Title 18, United States Code, Section 1956(a)(1)(A)(ii) and 1956(a)(1)(B)(i).

(18 U.S.C. § 1956(h))

COUNTS THREE THROUGH SIX
(Failure To File Reports Of Foreign Bank And Financial Accounts For Calendar Years 2011-2014)

42. Paragraphs 1 through 30 and 32 through 36 are incorporated here.

43. On the filing due dates listed below, in the District of Columbia and elsewhere, the defendant PAUL J. MANAFORT, JR., unlawfully, willfully, and knowingly did fail to file with the Department of the Treasury an FBAR disclosing that he has a financial interest in, and signature and other authority over, a bank, securities, and other financial account in a foreign country, which had an aggregate value of more than $10,000, while violating another law of the United States and as part of pattern of illegal activity involving more than $100,000 in a 12-month period, during the years listed below:

COUNT	YEAR	DUE DATE TO FILE FBAR
3	2011	June 29, 2012
4	2012	June 30, 2013
5	2013	June 30, 2014
6	2014	June 30, 2015

(31 U.S.C. §§ 5314 and 5322(b); 18 U.S.C. § 2)

COUNTS SEVEN THROUGH NINE
(Failure To File Reports Of Foreign Bank And Financial Accounts For Calendar Years 2011-2013)

44. Paragraphs 1 through 29 and 31 through 36 are incorporated here.

45. On the filing due dates listed below, in the District of Columbia and elsewhere, the defendant RICHARD W. GATES III unlawfully, willfully, and knowingly did fail to file with the Department of the Treasury an FBAR disclosing that he has a financial interest in, and signature and other authority over, a bank, securities, and other financial account in a foreign country, which had an aggregate value of more than $10,000, while violating another law of the United States and as part of pattern of illegal activity involving more than $100,000 in a 12-month period, during the years listed below:

COUNT	YEAR	DUE DATE TO FILE FBAR
7	2011	June 29, 2012
8	2012	June 30, 2013
9	2013	June 30, 2014

(31 U.S.C. §§ 5314 and 5322(b); 18 U.S.C. § 2)

COUNT TEN
(Unregistered Agent Of A Foreign Principal)

46. Paragraphs 1 through 36 are incorporated here.

47. From in or about and between 2008 and 2014, both dates being approximate and inclusive, within the District of Columbia and elsewhere, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III knowingly and willfully, without registering with the Attorney General as required by law, acted as agents of a foreign principal, to wit, the Government of Ukraine, the

Party of Regions, and Yanukovych.

(22 U.S.C. §§ 612 and 618(a)(1); 18 U.S.C. § 2)

COUNT ELEVEN
(False and Misleading FARA Statements)

48. Paragraphs 1 through 36 are incorporated here.

49. On or about November 23, 2016 and February 10, 2017, within the District of Columbia and elsewhere, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III knowingly and willfully caused to be made a false statement of a material fact, and omitted a material fact necessary to make the statements therein not misleading, in a document filed with and furnished to the Attorney General under the provisions of FARA, to wit the underlined statements:

- "[DMI]'s efforts on behalf of the Party of Regions and Opposition Bloc did not include meetings or outreach within the U.S."
- "[N]either [DMI] nor Messrs. Manafort or Gates had any agreement with the [Centre] to provide services."
- "[DMI] did provide the [Centre], at the request of members of the Party of Regions, with a list of potential U.S.-based consultants—including [Company A and Company B]—for the [Centre]'s reference and further consideration. [The Centre] then contracted directly with [Company A and Company B] to provide services within the United States for which these entities registered under the Lobbying Disclosure Act."
- "To Gates' recollection, these efforts included providing policy briefings to the [Centre] and its consultants on key initiatives and political developments in

Ukraine, including participation in and/or coordination of related conference calls and meetings. Although Gates recalls interacting with [the Centre]'s consultants regarding efforts in the Ukraine and Europe, neither Gates nor Mr. Manafort recall meeting with or conducting outreach to U.S. government officials or U.S. media outlets on behalf of the [the Centre], nor do they recall being party to, arranging, or facilitating any such communications. Rather, it is the recollection and understanding of Messrs. Gates and Manafort that such communications would have been facilitated and conducted by the [Centre]'s U.S. consultants, as directed by the [Centre], pursuant to the agreement reached between those parties (to which [DMI] was not a party)."

- "[A] search has been conducted for correspondence containing additional information related to the matters described in [the government's] Letters. However, as a result of [DMI's] Email Retention Policy, which does not retain communications beyond thirty days, the search has returned no responsive communications."

(22 U.S.C. §§ 612, 618(a)(2); 18 U.S.C. § 2)

COUNT TWELVE
(False Statements)

50. Paragraphs 1 through 36 and paragraph 49 are incorporated here.

51. On or about November 23, 2016 and February 10, 2017, within the District of Columbia and elsewhere, in a matter within the jurisdiction of the executive branch of the Government of the United States, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III

knowingly and willfully did cause another: to falsify, conceal, and cover up by a scheme and device a material fact; to make a materially false, fictitious, and fraudulent statement and representation; and to make and use a false writing and document knowing the same to contain a materially false, fictitious, and fraudulent statement, to wit, the statements in the November 23, 2016 and February 10, 2017 submissions to the Department of Justice quoted in paragraph 49.

(18 U.S.C. §§ 2, 1001(a))

FORFEITURE ALLEGATION

52. Pursuant to Fed. R. Crim. P. 32.2, notice is hereby given to the defendants that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(1) and (a)(2), and Title 28, United States Code, Section 2461(c), in the event of the defendants' convictions under Count Two of this Indictment. Upon conviction of the offense charged in Count Two, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III shall forfeit to the United States any property, real or personal, involved in such offense, and any property traceable to such property. Upon conviction of the offenses charged in Counts Ten and Eleven, the defendants PAUL J. MANAFORT, JR., and RICHARD W. GATES III shall forfeit to the United States any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s) of conviction. Notice is further given that, upon conviction, the United States intends to seek a judgment against each defendant for a sum of money representing the property described in this paragraph, as applicable to each defendant (to be offset by the forfeiture of any specific property),

53. The grand jury finds probable cause to believe that the property subject to forfeiture by PAUL J. MANAFORT, JR., includes, but is not limited to, the following listed assets:

a. The real property and premises commonly known as 377 Union Street, Brooklyn, New York, 11231 (Block 429, Lot 65), including all appurtenances, improvements, and attachments thereon, and any property traceable thereto;

b. The real property and premises commonly known as 29 Howard Street, #4D, New York, New York, 10013 (Block 209, Lot 1104), including all appurtenances, improvements, and attachments thereon, and any property traceable thereto;

c. The real property and premises commonly known as 1046 N. Edgewood Street, Arlington, Virginia, 22201, including all appurtenances, improvements, and attachments thereon, and any property traceable thereto;

d. The real property and premises commonly known as 174 Jobs Lane, Water Mill, New York 11976, including all appurtenances, improvements, and attachments thereon, and any property traceable thereto; and

e. Northwestern Mutual Universal Life Insurance Policy 18268327.

Substitute Assets

54. If any of the property described above as being subject to forfeiture, as a result of any act or omission of any defendant --

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property that cannot be subdivided without difficulty;

it is the intent of the United States of America, pursuant to Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853, to seek forfeiture of any other property of said defendant.

(18 U.S.C. §§ 981(a)(1)(C) and 982; 28 U.S.C. § 2461(c))

Robert S. Mueller, III
Special Counsel
Department of Justice

A TRUE BILL:

[redacted]

Foreperson

Date: October 27, 2017

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT H

U.S. Department of Justice
The Special Counsel's Office

Washington, D.C. 20530
February 23, 2018

Thomas C. Green, Esq.
Sidley & Austin
1501 K Street, N.W.
Washington, DC 20005

FILED
FEB 23 2018
Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

Re: United States v. Richard W. Gates III, Crim. No. 17-201-2 (ABJ)

Dear Counsel:

This letter sets forth the full and complete plea offer to your client Richard W. Gates III (hereinafter referred to as "your client" or "defendant") from the Special Counsel's Office (hereinafter also referred to as "the Government" or "this Office"). If your client accepts the terms and conditions of this offer, please have your client execute this document in the space provided below. Upon receipt of the executed document, this letter will become the Plea Agreement (hereinafter referred to as the "Agreement"). The terms of the offer are as follows.

1. Charges and Statutory Penalties

Your client agrees to plead guilty to: a Superseding Criminal Information that encompasses: (a) the charge in Count One of the Indictment, charging your client with conspiracy against the United States, in violation of 18 U.S.C. § 371 (which includes a conspiracy to violate 26 U.S.C. § 7206(1); 31 U.S.C. §§ 5312 and 5322(b); and 22 U.S.C. §§ 612, 618(a)(1), and 618(a)(2)); and (b) **a** charge of making a false statement to the Special Counsel's Office, including Special Agents of the Federal Bureau of Investigation, in violation of 18 U.S.C. § 1001. A copy of the Superseding Criminal Information is attached.

Your client understands that a violation of 18 U.S.C. § 371 carries a maximum sentence of 5 years' imprisonment; a fine of not more than $250,000, pursuant to 18 U.S.C. § 3571(b)(3); a term of supervised release of not more than 3 years, pursuant to 18 U.S.C. § 3583(b)(2); and an obligation to pay any applicable interest or penalties on fines and restitution not timely made.

Your client understands that a violation of 18 U.S.C. § 1001 carries a maximum sentence of 5 years' imprisonment; a fine of $250,000, pursuant to 18 U.S.C. § 3571(b)(3); a term of supervised release of not more than 3 years, pursuant to 18 U.S.C. § 3583(b)(2); and an obligation to pay any applicable interest or penalties on fines and restitution not timely made.

In addition, your client agrees to pay a mandatory special assessment of $200 to the Clerk of the United States District Court for the District of Columbia. Your client also understands that, pursuant to 18 U.S.C. § 3572 and § 5E1.2 of the United States Sentencing Guidelines,

PMG 2/23/18

Guidelines Manual (2016) (hereinafter "Sentencing Guidelines," "Guidelines," or "U.S.S.G."), the Court may also impose a fine that is sufficient to pay the federal government the costs of any imprisonment, term of supervised release, and period of probation.

2. Factual Stipulations

Your client agrees that the attached "Statement of the Offense" fairly and accurately describes and summarizes your client's actions and involvement in the offense to which your client is pleading guilty. Please have your client sign and return the Statement of the Offense, along with this Agreement.

3. Additional Charges

In consideration of your client's guilty plea to the above offenses, and upon the completion of full cooperation as described herein, no additional criminal charges will be brought against the defendant for his heretofore disclosed participation in criminal activity, including money laundering, false statements, personal and corporate tax and FBAR offenses, bank fraud, and obstruction of justice. In addition, subject to the terms of this Agreement, at the time of sentence, the Government will move to dismiss the remaining counts of the Indictment in this matter. In addition, the Office will move promptly to dismiss without prejudice the charges brought against your client in the Eastern District of Virginia and your client waives venue as to such charges in the event he breaches this Agreement.

4. Sentencing Guidelines Analysis

Your client understands that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the applicable guidelines and policies set forth in the Sentencing Guidelines. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the Office estimates the Guidelines as follows:

A. Estimated Offense Level Under the Guidelines[1]

Base Offense Level (U.S.S.G. §2T1.1(a)(1) (referencing Tax Table at §2T4.1(K)) (more than $9,500,000))	26
Aggravating Factor (U.S.S.G. §2T1.1(b)(1)) (source of income from criminal activity)	+2

[1] For the purposes of the Sentencing Guidelines analysis, the government calculates the highest guideline range among the offenses, namely the conspiracy to violate Title 26 U.S.C. §§ 7206(1). The minor role adjustment pursuant to §3B1.2(b) applies only to conspiracy to Title 26 U.S.C. §§ 7206(1) aspect of Count One. The defendant's estimated guideline range for the Section 1001 charge would be 6 (before any reduction for acceptance of responsibility), and thus would not increase the applicable offense level pursuant to §3D1.4.

APO 2/21/18

Aggravating Factor ((U.S.S.G. §2T1.1(b)(2)) (sophisticated means)	+2
Minor Role (U.S.S.G. §3B1.2(b))	-2
Total:	28

B. Acceptance of Responsibility

The Government agrees that a 2-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1, provided that your client clearly demonstrates acceptance of responsibility, to the satisfaction of the Government, through your client's allocution, adherence to every provision of this Agreement, and conduct between entry of the plea and imposition of sentence. If the defendant has accepted responsibility as described above, and if the defendant pleads guilty on or before February 23, 2018, subject to the availability of the Court, an additional one-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(b).

Nothing in this Agreement limits the right of the Government to seek denial of the adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, pursuant to U.S.S.G. § 3C1.1, regardless of any agreement set forth herein, should your client move to withdraw his guilty plea after it is entered, or should it be determined by the Government that your client has either (a) engaged in conduct, unknown to the Government at the time of the signing of this Agreement, that constitutes obstruction of justice, or (b) engaged in additional criminal conduct after signing this Agreement.

In accordance with the above, the applicable Guidelines Offense Level will be at least 25.

C. Estimated Criminal History Category

Based upon the information now available to this Office, your client has no criminal convictions. Accordingly, your client is estimated to have no criminal history points and your client's Criminal History Category is estimated to be Category I. Your client acknowledges that if additional convictions are discovered during the pre-sentence investigation by the United States Probation Office, your client's criminal history points may increase.

D. Estimated Applicable Guidelines Range

Based upon the agreed total offense level and the estimated criminal history category set forth above, the Office calculates your client's estimated Sentencing Guidelines range is 57 months to 71 months' imprisonment (the "Estimated Guidelines Range"). In addition, the parties agree that, pursuant to U.S.S.G. § 5E1.2, should the Court impose a fine, at Guidelines level 25, the estimated applicable fine range is $20,000 to $200,000. Your client reserves the right to ask the Court not to impose any applicable fine.

AMO 2/22/18

Your client agrees that, solely for the purposes of calculating the applicable range under the Sentencing Guidelines, a downward departure from the Estimated Guidelines Range set forth above is not warranted, subject to the paragraphs regarding cooperation below and the argument that the Guidelines do not adequately reflect the defendant's role in the offense. Accordingly, you will not seek any departure or adjustment to the Estimated Guidelines Range set forth above, nor suggest that the Court consider such a departure or adjustment for any other reason other than those specified above. Your client also reserves the right to disagree with the Estimated Guideline Range calculated by the Office. However, your client understands and acknowledges that the Estimated Guidelines Range agreed to by the Office is not binding on the Probation Office or the Court. Should the Court or Probation Office determine that a different guidelines range is applicable, your client will not be permitted to withdraw his guilty plea on that basis, and the Government and your client will still be bound by this Agreement.

Your client understands and acknowledges that the terms of this section apply only to conduct that occurred before the execution of this Agreement. Should your client engage in any conduct after the execution of this Agreement that would form the basis for an increase in your client's base offense level or justify an upward departure (examples of which include, but are not limited to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while pending sentencing, and false statements to law enforcement agents, the probation officer, or the Court), the Government is free under this Agreement to seek an increase in the base offense level based on that post-agreement conduct.

5. Agreement as to Sentencing Allocution

Based upon the information known to the Government at the time of the signing of this Agreement, the parties further agree that a sentence within the Estimated Guidelines Range (or below) would constitute a reasonable sentence in light of all of the factors set forth in 18 U.S.C. § 3553(a), should such a sentence be subject to appellate review notwithstanding the appeal waiver provided below.

6. Reservation of Allocution

The Government and your client reserve the right to describe fully, both orally and in writing, to the sentencing judge, the nature and seriousness of your client's misconduct, including any misconduct not described in the charge to which your client is pleading guilty.

The parties also reserve the right to inform the presentence report writer and the Court of any relevant facts, to dispute any factual inaccuracies in the presentence report, and to contest any matters not provided for in this Agreement. In the event that the Court considers any Sentencing Guidelines adjustments, departures, or calculations different from any agreements contained in this Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in 18 U.S.C. § 3553(a), the parties reserve the right to answer any related inquiries from the Court. In addition, your client acknowledges that the Government is not obligated to file any post-sentence downward departure motion in this case pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure.

AUG 2/22/18

7. **Court Not Bound by this Agreement or the Sentencing Guidelines**

Your client understands that the sentence in this case will be imposed in accordance with 18 U.S.C. § 3553(a), upon consideration of the Sentencing Guidelines. Your client further understands that the sentence to be imposed is a matter solely within the discretion of the Court. Your client acknowledges that the Court is not obligated to follow any recommendation of the Government at the time of sentencing or to grant a downward departure based on your client's substantial assistance to the Government, even if the Government files a motion pursuant to Section 5K1.1 of the Sentencing Guidelines. Your client understands that neither the Government's recommendation nor the Sentencing Guidelines are binding on the Court.

Your client acknowledges that your client's entry of a guilty plea to the charged offense authorizes the Court to impose any sentence, up to and including the statutory maximum sentence, which may be greater than the applicable Guidelines range. The Government cannot, and does not, make any promise or representation as to what sentence your client will receive. Moreover, your client acknowledges that your client will have no right to withdraw your client's plea of guilty should the Court impose a sentence that is outside the Guidelines range or if the Court does not follow the Government's sentencing recommendation. The Government and your client will be bound by this Agreement, regardless of the sentence imposed by the Court. Any effort by your client to withdraw the guilty plea because of the length of the sentence shall constitute a breach of this Agreement.

8. **Cooperation**

Your client shall cooperate fully, truthfully, completely, and forthrightly with this Office and other law enforcement authorities identified by this Office in any and all matters as to which this Office deems the cooperation relevant. This cooperation will include, but is not limited to, the following:

(a) The defendant agrees to be fully debriefed and to attend all meetings at which his presence is requested, concerning his participation in and knowledge of all criminal activities.

(b) The defendant agrees to furnish to the Office all documents and other material that may be relevant to the investigation and that are in the defendant's possession or control and to participate in undercover activities pursuant to the specific instructions of law enforcement agents or this Office.

(c) The defendant agrees not to reveal his cooperation, or any information derived therefrom, to any third party without prior consent of the Office.

(d) The defendant agrees to testify at any proceeding in the District of Colombia or elsewhere as requested by the Office.

(e) The defendant consents to adjournments of his sentence as requested by the Office.

HWG 2/21/18

(f) The defendant agrees that all of the defendant's obligations under this agreement continue after the defendant is sentenced; and

(g) The defendant must at all times give complete, truthful, and accurate information and testimony, and must not commit, or attempt to commit, any further crimes.

Your client acknowledges and understands that, during the course of the cooperation outlined in this Agreement, your client will be interviewed by law enforcement agents and/or Government attorneys. Your client waives any right to have counsel present during these interviews and agrees to meet with law enforcement agents and Government attorneys outside of the presence of counsel. If, at some future point, you or your client desire to have counsel present during interviews by law enforcement agents and/or Government attorneys, and you communicate this decision in writing to this Office, this Office will honor this request, and this change will have no effect on any other terms and conditions of this Agreement.

Your client shall testify fully, completely and truthfully before any and all Grand Juries in the District of Columbia and elsewhere, and at any and all trials of cases or other court proceedings in the District of Columbia and elsewhere, at which your client's testimony may be deemed relevant by the Government.

Your client understands and acknowledges that nothing in this Agreement allows your client to commit any criminal violation of local, state or federal law during the period of your client's cooperation with law enforcement authorities or at any time prior to the sentencing in this case. The commission of a criminal offense during the period of your client's cooperation or at any time prior to sentencing will constitute a breach of this Agreement and will relieve the Government of all of its obligations under this Agreement, including, but not limited to, its obligation to inform this Court of any assistance your client has provided. However, your client acknowledges and agrees that such a breach of this Agreement will not entitle your client to withdraw your client's plea of guilty or relieve your client of the obligations under this Agreement.

Your client agrees that the sentencing in this case may be delayed until your client's efforts to cooperate have been completed, as determined by the Government, so that the Court will have the benefit of all relevant information before a sentence is imposed.

9. Government's Obligations

The Government will bring to the Court's attention at the time of sentencing the nature and extent of your client's cooperation or lack of cooperation. The Government will evaluate the full nature and extent of your client's cooperation to determine whether your client has provided substantial assistance in the investigation or prosecution of another person who has committed an offense. If this Office determines that the defendant has provided substantial assistance in the form of truthful information and, where applicable, testimony, the Office will file a motion

2/21/18

pursuant to Section 5K1.1 of the United States Sentencing Guidelines. Defendant will then be free to argue for any sentence below the advisory Sentencing Guidelines range calculated by the Probation Office, including probation. Depending on the precise nature of the defendant's substantial assistance, the Office may not oppose defendant's application.

10. **Waivers**

A. Venue

Your client waives any challenge to venue in the District of Columbia.

B. Statute of Limitations

Your client agrees that, should the conviction following your client's plea of guilty pursuant to this Agreement be vacated for any reason, any prosecution, based on the conduct set forth in the attached Statement of the Offense, that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, as well as any crimes that the Government has agreed not to prosecute or to dismiss at sentencing pursuant to this Agreement, may be commenced or reinstated against your client, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution of conduct set forth in the attached Statement of the Offense that is not time-barred on the date that this Agreement is signed.

C. Trial and Other Rights

Your client understands that by pleading guilty in this case your client agrees to waive certain rights afforded by the Constitution of the United States and/or by statute or rule. Your client agrees to forgo the right to any further discovery or disclosures of information not already provided at the time of the entry of your client's guilty plea. Your client also agrees to waive, among other rights, the right to be indicted by a Grand Jury, the right to plead not guilty, and the right to a jury trial. If there were a jury trial, your client would have the right to be represented by counsel, to confront and cross-examine witnesses against your client, to challenge the admissibility of evidence offered against your client, to compel witnesses to appear for the purpose of testifying and presenting other evidence on your client's behalf, and to choose whether to testify. If there were a jury trial and your client chose not to testify at that trial, your client would have the right to have the jury instructed that your client's failure to testify could not be held against your client. Your client would further have the right to have the jury instructed that your client is presumed innocent until proven guilty, and that the burden would be on the United States to prove your client's guilt beyond a reasonable doubt. If your client were found guilty after a trial, your client would have the right to appeal your client's conviction. Your client understands that the Fifth Amendment to the Constitution of the United States protects your client from the use of compelled self-incriminating statements in a criminal prosecution. By entering a plea of guilty, your client knowingly and voluntarily waives or gives up your client's right against compelled self-incrimination.

RWS 2/21/18

Your client acknowledges discussing with you Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Your client knowingly and voluntarily hereby waives the rights that arise under these rules to object to the Government's use of all such statements by him on and after January 29, 2018, in the event your client breaches this agreement, withdraws his guilty plea, or seeks to withdraw from this Agreement after signing it. This Agreement supersedes the proffer agreement between the Government and the client.

Your client also agrees to waive all constitutional and statutory rights to a speedy sentence and agrees that the plea of guilty pursuant to this Agreement will be entered at a time decided upon by the parties with the concurrence of the Court. Your client understands that the date for sentencing will be set by the Court.

Your client agrees not to accept remuneration or compensation of any sort, directly or indirectly, for the dissemination through any means, including but not limited to books, articles, speeches, blogs, podcasts, and interviews, however disseminated, regarding his work for Paul Manafort, the transactions alleged in the Indictment, or the investigation by the Office or prosecution of any criminal or civil cases against him.

D. Appeal Rights

Your client understands that federal law, specifically 18 U.S.C. § 3742, affords defendants the right to appeal their sentences in certain circumstances. Your client agrees to waive the right to appeal the sentence in this case, including but not limited to any term of imprisonment, fine, forfeiture, award of restitution, term or condition of supervised release, authority of the Court to set conditions of release, and the manner in which the sentence was determined, except to the extent the Court sentences your client above the statutory maximum or guidelines range determined by the Court or your client claims that your client received ineffective assistance of counsel, in which case your client would have the right to appeal the illegal sentence or above-guidelines sentence or raise on appeal a claim of ineffective assistance of counsel, but not to raise on appeal other issues regarding the sentencing. In agreeing to this waiver, your client is aware that your client's sentence has yet to be determined by the Court. Realizing the uncertainty in estimating what sentence the Court ultimately will impose, your client knowingly and willingly waives your client's right to appeal the sentence, to the extent noted above, in exchange for the concessions made by the Government in this Agreement.

E. Collateral Attack

Your client also waives any right to challenge the conviction entered or sentence imposed under this Agreement or otherwise attempt to modify or change the sentence or the manner in which it was determined in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 or Federal Rule of Civil Procedure 60(b), except to the extent such a motion is based on newly discovered evidence or on a claim that your client received ineffective

assistance of counsel. Your client reserves the right to file a motion brought under 18 U.S.C. § 3582(c)(2), but agrees to waive the right to appeal the denial of such a motion.

Your client agrees that with respect to all charges referred to herein he is not a "prevailing party" within the meaning of the "Hyde Amendment," 18 U.S.C. § 3006A note, and will not file any claim under that law.

F. Privacy Act and FOIA Rights

Your client also agrees to waive all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including and without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a, for the duration of the Special Counsel's investigation.

11. Restitution

Your client understands that the Court has an obligation to determine whether, and in what amount, mandatory restitution applies in this case under 18 U.S.C. § 3663A. The Government and your client agree that mandatory restitution does not apply in this case.

12. Breach of Agreement

Your client understands and agrees that, if after entering this Agreement, your client fails specifically to perform or to fulfill completely each and every one of your client's obligations under this Agreement, or engages in any criminal activity prior to sentencing, your client will have breached this Agreement. Should it be judged by the Office in its sole discretion that the defendant has failed to cooperate fully, has intentionally given false, misleading or incomplete information or testimony, has committed or attempted to commit any further crimes, or has otherwise violated any provision of this agreement, the defendant will not be released from his plea of guilty but this Office will be released from its obligations under this agreement, including (a) not to oppose a downward adjustment of two levels for acceptance of responsibility described above, and to make the motion for an additional one-level reduction described above and (b) to file the motion for a downward departure for cooperation described above. Moreover, this Office may withdraw the motion described above, if such motion has been filed prior to sentencing. In the event that it is judged by the Office that there has been a breach: (a) your client will be fully subject to criminal prosecution, in addition to Count One of the Indictment and the charge contained in the Superseding Criminal Information, for any crimes to which he has not pled guilty, including perjury and obstruction of justice; and (b) the Government will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client and any of the information or materials provided by your client, including such statements, information, and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously a part of proffer-protected debriefings, and your client's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

2/21/18

Your client understands and agrees that the Government shall be required to prove a breach of this Agreement only by a preponderance of the evidence, except where such breach is based on a violation of federal, state, or local criminal law, which the Government need prove only by probable cause in order to establish a breach of this Agreement.

Nothing in this Agreement shall be construed to protect your client from prosecution for any crimes not included within this Agreement or committed by your client after the execution of this Agreement. Your client understands and agrees that the Government reserves the right to prosecute your client for any such offenses. Your client further understands that any perjury, false statements or declarations, or obstruction of justice relating to your client's obligations under this Agreement shall constitute a breach of this Agreement. In the event of such a breach, your client will not be allowed to withdraw your client's guilty plea.

13. Complete Agreement

Apart from the written proffer agreement initially dated January 29, 2018, which this Agreement supersedes, no agreements, promises, understandings, or representations have been made by the parties or their counsel other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by your client, defense counsel, and the Office.

Your client further understands that this Agreement is binding only upon the Office. This Agreement does not bind any United States Attorney's Office, nor does it bind any other state, local, or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against your client.

* * * * *

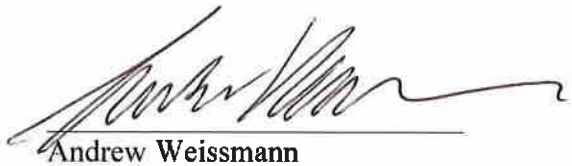
If the foregoing terms and conditions are satisfactory, your client may so indicate by

2/23/18

signing this Agreement and the Statement of the Offense, and returning both to the Office no later than February 23, 2018.

Sincerely yours,

ROBERT S. MUELLER, III
Special Counsel

By: 

Andrew Weissmann
Greg D. Andres
Kyle R. Freeny
Brian M. Richardson
Senior/Assistant Special Counsels

DEFENDANT'S ACCEPTANCE

I have read every page of this Agreement and have discussed it with my attorney Thomas C. Green. I am fully satisfied with the legal representation by Mr. Green and his firm, who I have chosen to represent me herein. Nothing about the quality of the representation of other counsel is affecting my decision herein to plead guilty. I fully understand this Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Agreement fully. I am pleading guilty because I am in fact guilty of the offense identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Agreement. I am satisfied with the legal services provided by my attorneys in connection with this Agreement and matters related to it.

Date: 2/23/18

Richard W. Gates III
Defendant

ATTORNEYS' ACKNOWLEDGMENT

I have read every page of this Agreement, reviewed this Agreement with my client, Richard W. Gates III, and fully discussed the provisions of this Agreement with my client. These pages accurately and completely set forth the entire Agreement. I concur in my client's desire to plead guilty as set forth in this Agreement.

Date: 2/23/2018

Thomas C. Green
Attorney for Defendant

2/23/18

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT I

U.S. Department of Justice
The Special Counsel's Office

Washington, D.C. 20530
September 13, 2018

Kevin M. Downing, Esq.
Law Office of Kevin M. Downing
601 New Jersey Avenue NW
Suite 620
Washington, DC 20001

FILED
SEP 14 2018
Clerk, U.S. District & Bankruptcy
Courts for the District of Columbia

Thomas E. Zehnle, Esq.
Law Office of Thomas E. Zehnle
601 New Jersey Avenue NW
Suite 620
Washington, DC 20001

Richard W. Westling, Esq
Epstein Becker Green
1227 25th Street NW
Suite 700
Washington, DC 20037

Re: United States v. Paul J. Manafort, Jr., Crim. No. 17-201-1 (ABJ)

Dear Counsel:

This letter sets forth the full and complete plea offer to your client Paul J. Manafort, Jr. (hereinafter referred to as "your client" or "defendant") from the Special Counsel's Office (hereinafter also referred to as "the Government" or "this Office"). If your client accepts the terms and conditions of this offer, please have your client execute this document in the space provided below. Upon receipt of the executed document, this letter will become the Plea Agreement (hereinafter referred to as the "Agreement"). The terms of the offer are as follows.

1. Charges and Statutory Penalties

Your client agrees to plead guilty in the above-captioned case to all elements of all objects of all the charges in a Superseding Criminal Information, which will encompass the charges in Counts One and Two of a Superseding Criminal Information, charging your client with:

A. conspiracy against the United States, in violation of 18 U.S.C. § 371 (which includes a conspiracy to: (a) money launder (in violation of 18 U.S.C. § 1956); (b) commit tax fraud

(in violation of 26 U.S.C. § 7206(1)); (c) fail to file Foreign Bank Account Reports (in violation of 31 U.S.C. §§ 5314 and 5322(b)); (d) violate the Foreign Agents Registration Act (in violation of 22 U.S.C. §§ 612, 618(a)(1), and 618(a)(2)); and (e) to lie to the Department of Justice (in violation of 18 U.S.C. § 1001(a) and 22 U.S.C. §§ 612 and 618(a)(2)); and

B. conspiracy against the United States, in violation of 18 U.S.C. § 371, to wit: conspiracy to obstruct justice by tampering with witnesses while on pre-trial release (in violation of 18 U.S.C. § 1512).

The defendant also agrees not to appeal any trial or pre-trial issue in the Eastern District of Virginia, or to challenge in the district court any such issue, and admits in the attached "Statement of the Offense" his guilt of the remaining counts against him in United States v. Paul J. Manafort, Jr., Crim. No. 1:18-cr-83 (TSE) (hereafter "Eastern District of Virginia.") A copy of the Superseding Criminal Information and Statement of the Offense are attached.

Your client understands that each violation of 18 U.S.C. § 371 carries a maximum sentence of 5 years' imprisonment; a fine of not more than $250,000, pursuant to 18 U.S.C. § 3571(b)(3); a term of supervised release of not more than 3 years, pursuant to 18 U.S.C. § 3583(b)(2); and an obligation to pay any applicable interest or penalties on fines and restitution not timely made, and forfeiture.

In addition, your client agrees to pay a mandatory special assessment of $200 to the Clerk of the United States District Court for the District of Columbia. Your client also understands that, pursuant to 18 U.S.C. § 3572 and § 5E1.2 of the United States Sentencing Guidelines, *Guidelines Manual* (2016) (hereinafter "Sentencing Guidelines," "Guidelines," or "U.S.S.G."), the Court may also impose a fine that is sufficient to pay the federal government the costs of any imprisonment, term of supervised release, and period of probation.

2. Factual Stipulations

Your client agrees that the attached Statement of the Offense fairly and accurately describes and summarizes your client's actions and involvement in the offenses to which your client is pleading guilty, as well as crimes charged in the Eastern District of Virginia that remain outstanding, as well as additional acts taken by him. Please have your client sign and return the Statement of the Offense, along with this Agreement.

3. Additional Charges

In consideration of your client's guilty plea to the above offenses, and upon the completion of full cooperation as described herein and fulfillment of all the other obligations herein, no additional criminal charges will be brought against the defendant for his heretofore disclosed participation in criminal activity, including money laundering, false statements, personal and corporate tax and FBAR offenses, bank fraud, Foreign Agents Registration Act violations for his work in Ukraine, and obstruction of justice. In addition, subject to the terms of this Agreement, at the time of sentence or at the completion of his successful cooperation, whichever is later, the Government will move to dismiss the remaining counts of the Indictment

in this matter and in the Eastern District of Virginia and your client waives venue as to such charges in the event he breaches this Agreement. Your client also waives all rights under the Speedy Trial act as to any outstanding charges.

4. Sentencing Guidelines Analysis

Your client understands that the sentence in this case will be determined by the Court, pursuant to the factors set forth in 18 U.S.C. § 3553(a), including a consideration of the applicable guidelines and policies set forth in the Sentencing Guidelines. Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(B), and to assist the Court in determining the appropriate sentence, the Office estimates the Guidelines as follows:

A. Estimated Offense Level Under the Guidelines

Base offense level	+8	2S1.1(a) Base Offense Level: (1) The offense level for the underlying offense from which the laundered funds were derived, if (A) the defendant committed the underlying offense (or would be accountable for the underlying offense under subsection (a)(1)(A) of §1B1.3 (Relevant Conduct)); and (B) the offense level for that offense can be determined; or (2) 8 plus the number of offense levels from the table in §2B1.1 (Theft, Property Destruction, and Fraud) corresponding to the value of the laundered funds, otherwise.
	+22	Using more than $25 million threshold under 2B1.1
Enhancement	+2	2S1.1(b)(2)(B) permits enhancement for 2 points if the conviction is pursuant to §1956.
Enhancement	+2	2S1.1(b)(3) adds two points for sophisticated laundering (which the guidelines lists as involving shell corporations and offshore financial accounts.
Enhancement:	+4	3B1.1(a) aggravating role – 5 or more participants or otherwise extensive
Enhancement:	+2	3C1.1 obstruction
Combined Offense level	+0	3D1.4
Acceptance:	-3	3E1.1(b) acceptance of responsibility
Total for Counts One and Two:	**37**	**Advisory guidelines range of 210-262**

The defendant agrees that all of the Sentencing Guidelines for money laundering applicable to charges brought under 18 U.S.C. § 1956 apply to Count One of the Superseding Criminal Information brought under 18 U.S.C. § 371.

For the purposes of the Sentencing Guidelines analysis, the government calculates the highest guideline range among the offenses, namely the object of the conspiracy to violate Title 18 U.S.C. § 1956. The defendant's estimated guideline range for Count Two, the conspiracy to obstruct justice, is 30 (before any reduction for acceptance of responsibility), and would be grouped with Count One pursuant to §3D1.2(c).

B. Acceptance of Responsibility

The Government agrees that a 2-level reduction will be appropriate, pursuant to U.S.S.G. § 3E1.1, provided that your client clearly demonstrates acceptance of responsibility, to the satisfaction of the Government, through your client's allocution, adherence to every provision of this Agreement, and conduct between entry of the plea and imposition of sentence. If the defendant has accepted responsibility as described above, and if the defendant pleads guilty on or before September 14, 2018, subject to the availability of the Court, an additional one-level reduction will be warranted, pursuant to U.S.S.G. § 3E1.1(b).

Nothing in this Agreement limits the right of the Government to seek denial of the adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1, and/or imposition of an adjustment for obstruction of justice, pursuant to U.S.S.G. § 3C1.1, regardless of any agreement set forth herein, should your client move to withdraw his guilty plea after it is entered, or should it be determined by the Government that your client has either (a) engaged in conduct, unknown to the Government at the time of the signing of this Agreement, that constitutes obstruction of justice, or (b) engaged in additional criminal conduct after signing this Agreement.

In accordance with the above, the applicable Guidelines Offense Level will be at least 37.

C. Estimated Criminal History Category

Based upon the information now available to this Office, your client has no criminal convictions, other than in the Eastern District of Virginia. Your client acknowledges that depending on when he is sentenced here and how the Guidelines are interpreted, he may have a criminal history. If additional convictions are discovered during the pre-sentence investigation by the United States Probation Office, your client's criminal history points may increase.

D. Estimated Applicable Guidelines Range

Based upon the total offense level and the estimated criminal history category set forth above, the Office calculates your client's estimated Sentencing Guidelines range is 210 months to 262 months' imprisonment (the "Estimated Guidelines Range"). In addition, the Office calculates that, pursuant to U.S.S.G. § 5E1.2, should the Court impose a fine, at Guidelines level

37, the estimated applicable fine range is $40,000 to $400,000. Your client reserves the right to ask the Court not to impose any applicable fine.

Your client agrees that, solely for the purposes of calculating the applicable range under the Sentencing Guidelines, a downward departure from the Estimated Guidelines Range set forth above is not warranted, subject to the paragraphs regarding cooperation below. Accordingly, you will not seek any departure or adjustment to the Estimated Guidelines Range set forth above, nor suggest that the Court consider such a departure or adjustment for any other reason other than those specified above. Your client also reserves the right to disagree with the Estimated Guideline Range calculated by the Office with respect to role in the offense. However, your client understands and acknowledges that the Estimated Guidelines Range agreed to by the Office is not binding on the Probation Office or the Court. Should the Court or Probation Office determine that a different guidelines range is applicable, your client will not be permitted to withdraw his guilty plea on that basis, and the Government and your client will still be bound by this Agreement.

Your client understands and acknowledges that the terms of this section apply only to conduct that occurred before the execution of this Agreement. Should your client engage in any conduct after the execution of this Agreement that would form the basis for an increase in your client's base offense level or justify an upward departure (examples of which include, but are not limited to, obstruction of justice, failure to appear for a court proceeding, criminal conduct while pending sentencing, and false statements to law enforcement agents, the probation officer, or the Court), the Government is free under this Agreement to seek an increase in the base offense level based on that post-agreement conduct.

5. Agreement as to Sentencing Allocution

Based upon the information known to the Government at the time of the signing of this Agreement, the parties further agree that a sentence within the Estimated Guidelines Range (or below) would constitute a reasonable sentence in light of all of the factors set forth in 18 U.S.C. § 3553(a), should such a sentence be subject to appellate review notwithstanding the appeal waiver provided below.

6. Reservation of Allocution

The Government and your client reserve the right to describe fully, both orally and in writing, to the sentencing judge, the nature and seriousness of your client's misconduct, including any misconduct not described in the charge to which your client is pleading guilty.

The parties also reserve the right to inform the presentence report writer and the Courts of any relevant facts, to dispute any factual inaccuracies in the presentence report, and to contest any matters not provided for in this Agreement. In the event that the Courts considers any Sentencing Guidelines adjustments, departures, or calculations different from any agreements contained in this Agreement, or contemplates a sentence outside the Guidelines range based upon the general sentencing factors listed in 18 U.S.C. § 3553(a), the parties reserve the right to answer any related inquiries from the Courts. In addition, your client acknowledges that the

Government is not obligated to file any post-sentence downward departure motion in this case pursuant to Rule 35(b) of the Federal Rules of Criminal Procedure.

7. Court Not Bound by this Agreement or the Sentencing Guidelines

Your client understands that the sentence in this case will be imposed in accordance with 18 U.S.C. § 3553(a), upon consideration of the Sentencing Guidelines. Your client further understands that the sentence to be imposed is a matter solely within the discretion of the Courts. Your client acknowledges that the Courts are not obligated to follow any recommendation of the Government at the time of sentencing or to grant a downward departure based on your client's substantial assistance to the Government, even if the Government files a motion pursuant to Section 5K1.1 of the Sentencing Guidelines. Your client understands that neither the Government's recommendation nor the Sentencing Guidelines are binding on the Courts.

Your client acknowledges that your client's entry of a guilty plea to the charged offenses authorizes the Court to impose any sentence, up to and including the statutory maximum sentence, which may be greater than the applicable Guidelines range determined by the Court. Although the parties agree that the sentences here and in the Eastern District of Virginia should run concurrently to the extent there is factual overlap (i.e. the tax and foreign bank account charges), that recommendation is not binding on either Court. The Government cannot, and does not, make any promise or representation as to what sentences your client will receive. Moreover, your client acknowledges that your client will have no right to withdraw your client's plea of guilty should the Courts impose sentences that are outside the Guidelines range or if the Courts do not follow the Government's sentencing recommendation. The Government and your client will be bound by this Agreement, regardless of the sentence imposed by the Courts. Any effort by your client to withdraw the guilty plea because of the length of the sentence shall constitute a breach of this Agreement.

8. Cooperation

Your client shall cooperate fully, truthfully, completely, and forthrightly with the Government and other law enforcement authorities identified by the Government in any and all matters as to which the Government deems the cooperation relevant. This cooperation will include, but is not limited to, the following:

(a) The defendant agrees to be fully debriefed and to attend all meetings at which his presence is requested, concerning his participation in and knowledge of all criminal activities.

(b) The defendant agrees to furnish to the Government all documents and other material that may be relevant to the investigation and that are in the defendant's possession or control and to participate in undercover activities pursuant to the specific instructions of law enforcement agents or the Government.

(c) The defendant agrees to testify at any proceeding in the District of Colombia or elsewhere as requested by the Government.

(d) The defendant consents to adjournments of his sentences as requested by the Government.

(e) The defendant agrees that all of the defendant's obligations under this agreement continue after the defendant is sentenced here and in the Eastern District of Virginia; and

(f) The defendant must at all times give complete, truthful, and accurate information and testimony, and must not commit, or attempt to commit, any further crimes.

Your client acknowledges and understands that, during the course of the cooperation outlined in this Agreement, your client will be interviewed by law enforcement agents and/or Government attorneys. Your client waives any right to have counsel present during these interviews and agrees to meet with law enforcement agents and Government attorneys outside of the presence of counsel. If, at some future point, you or your client desire to have counsel present during interviews by law enforcement agents and/or Government attorneys, and you communicate this decision in writing to this Office, this Office will honor this request, and this change will have no effect on any other terms and conditions of this Agreement.

Your client shall testify fully, completely and truthfully before any and all Grand Juries in the District of Columbia and elsewhere, and at any and all trials of cases or other court proceedings in the District of Columbia and elsewhere, at which your client's testimony may be deemed relevant by the Government.

Your client understands and acknowledges that nothing in this Agreement allows your client to commit any criminal violation of local, state or federal law during the period of your client's cooperation with law enforcement authorities or at any time prior to the sentencing in this case. The commission of a criminal offense during the period of your client's cooperation or at any time prior to sentencing will constitute a breach of this Agreement and will relieve the Government of all of its obligations under this Agreement, including, but not limited to, its obligation to inform this Court of any assistance your client has provided. However, your client acknowledges and agrees that such a breach of this Agreement will not entitle your client to withdraw your client's plea of guilty or relieve your client of the obligations under this Agreement.

Your client agrees that the sentencing in this case and in the Eastern District of Virginia may be delayed until your client's efforts to cooperate have been completed, as determined by the Government, so that the Courts will have the benefit of all relevant information before a sentence is imposed.

9. Government's Obligations

The Government will bring to the Courts' attention at the time of sentencing the nature and extent of your client's cooperation or lack of cooperation. The Government will evaluate the full nature and extent of your client's cooperation to determine whether your client has provided substantial assistance in the investigation or prosecution of another person who has committed an offense. If this Office determines that the defendant has provided substantial assistance in the form of truthful information and, where applicable, testimony, the Office will file motions pursuant to Section 5K1.1 of the United States Sentencing Guidelines. Defendant will then be free to argue for any sentence below the advisory Sentencing Guidelines range calculated by the Probation Office, including probation.

10. **Waivers**

A. Venue

Your client waives any challenge to venue in the District of Columbia.

B. Statute of Limitations

Your client agrees that, should any plea or conviction following your client's pleas of guilty pursuant to this Agreement, or the guilty verdicts in the Eastern District of Virginia, be vacated, set aside, or dismissed for any reason (other than by government motion as set forth herein), any prosecution based on the conduct set forth in the attached Statement of the Offense, as well as any crimes that the Government has agreed not to prosecute or to dismiss pursuant to this Agreement, that is not time-barred by the applicable statute of limitations on the date of the signing of this Agreement, may be commenced or reinstated against your client, notwithstanding the expiration of the statute of limitations between the signing of this Agreement and the commencement or reinstatement of such prosecution. It is the intent of this Agreement to waive all defenses based on the statute of limitations with respect to any prosecution of conduct set forth in the attached Statement of the Offense, or any other crimes that the Government has agreed not to prosecute, that are not time-barred on the date that this Agreement is signed. The Office and any other party will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client, including the Statement of the Offense, and any of the information or materials provided by your client, including such statements, information, and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously a part of proffer-protected debriefings, and your client's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

C. Trial and Other Rights

Your client understands that by pleading guilty in this case your client agrees to waive certain rights afforded by the Constitution of the United States and/or by statute or rule. Your client agrees to forgo the right to any further discovery or disclosures of information not already provided at the time of the entry of your client's guilty plea. Your client also agrees to waive,

among other rights, the right to be indicted by a Grand Jury, the right to plead not guilty, and the right to a jury trial. If there were a jury trial, your client would have the right to be represented by counsel, to confront and cross-examine witnesses against your client, to challenge the admissibility of evidence offered against your client, to compel witnesses to appear for the purpose of testifying and presenting other evidence on your client's behalf, and to choose whether to testify. If there were a jury trial and your client chose not to testify at that trial, your client would have the right to have the jury instructed that your client's failure to testify could not be held against your client. Your client would further have the right to have the jury instructed that your client is presumed innocent until proven guilty, and that the burden would be on the United States to prove your client's guilt beyond a reasonable doubt. If your client were found guilty after a trial, your client would have the right to appeal your client's conviction. Your client understands that the Fifth Amendment to the Constitution of the United States protects your client from the use of compelled self-incriminating statements in a criminal prosecution. By entering a plea of guilty, your client knowingly and voluntarily waives or gives up your client's right against compelled self-incrimination.

Your client acknowledges discussing with you Rule 11(f) of the Federal Rules of Criminal Procedure and Rule 410 of the Federal Rules of Evidence, which ordinarily limit the admissibility of statements made by a defendant in the course of plea discussions or plea proceedings if a guilty plea is later withdrawn. Your client knowingly and voluntarily hereby waives the rights that arise under these rules to object to the use of all such statements by him on and after September 10, 2018, in the event your client breaches this agreement, withdraws his guilty plea, or seeks to withdraw from this Agreement after signing it. This Agreement supersedes the proffer agreement between the Government and the client.

Your client also agrees to waive all constitutional and statutory rights to a speedy sentence and agrees that the pleas of guilty pursuant to this Agreement will be entered at a time decided upon by the parties with the concurrence of the Court. Your client understands that the date for sentencing will be set by the Courts.

Your client agrees not to accept remuneration or compensation of any sort, directly or indirectly, for the dissemination through any means, including but not limited to books, articles, speeches, blogs, podcasts, and interviews, however disseminated, regarding the conduct encompassed by the Statement of the Offense, or the investigation by the Office or prosecution of any criminal or civil cases against him.

D. Appeal Rights

Your client understands that federal law, specifically 18 U.S.C. § 3742, affords defendants the right to appeal their sentences in certain circumstances. Your client agrees to waive the right to appeal the sentences in this case and the Eastern District of Virginia, including but not limited to any term of imprisonment, fine, forfeiture, award of restitution, term or condition of supervised release, authority of the Courts to set conditions of release, and the manner in which the sentences were determined, except to the extent the Courts sentence your client above the statutory maximum or guidelines range determined by the Courts or your client claims that your client received ineffective assistance of counsel, in which case your client would

have the right to appeal the illegal sentence or above-guidelines sentence or raise on appeal a claim of ineffective assistance of counsel, but not to raise on appeal other issues regarding the sentencings. In agreeing to this waiver, your client is aware that your client's sentences have yet to be determined by the Courts. Realizing the uncertainty in estimating what sentences the Courts ultimately will impose, your client knowingly and willingly waives your client's right to appeal the sentence, to the extent noted above, in exchange for the concessions made by the Government in this Agreement.

E. Collateral Attack

Your client also waives any right to challenge the conviction entered or sentence imposed under this Agreement or in the Eastern District of Virginia or otherwise attempt to modify or change the sentences or the manner in which they were determined in any collateral attack, including, but not limited to, a motion brought under 28 U.S.C. § 2255 or Federal Rule of Civil Procedure 60(b), except to the extent such a motion is based on a claim that your client received ineffective assistance of counsel.

Your client agrees that with respect to all charges referred to herein he is not a "prevailing party" within the meaning of the "Hyde Amendment," 18 U.S.C. § 3006A note, and will not file any claim under that law.

F. Privacy Act and FOIA Rights

Your client also agrees to waive all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including and without limitation any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act, 5 U.S.C. § 552a, for the duration of the Special Counsel's investigation.

11. Restitution

Your client understands that the Court has an obligation to determine whether, and in what amount, mandatory restitution applies in this case under 18 U.S.C. § 3663A. The Government and your client agree that mandatory restitution does not apply in this case.

12. Forfeiture

a) Your client agrees to the forfeiture set forth in the Forfeiture Allegations in the Superseding Criminal Information to which your client is pleading guilty. Your client further agrees to forfeit criminally and civilly the following properties (collectively, the "Forfeited Assets") to the United States pursuant to Title 18, United States Code, Sections 981(a)(1)(A), 981(a)(1)(C), 982(a)(1), 982(a)(2); Title 21, United States Code, Section 853(p), and Title 28 U.S.C. § 2461(c), and further agrees to waive all interest in such assets in any administrative or judicial forfeiture proceeding, whether criminal or civil, state or federal:

1) The real property and premises commonly known as 377 Union Street, Brooklyn, New

York 11231 (Block 429, Lot 65), including all appurtenances, improvements, and attachments thereon, and any property traceable thereto;

2) The real property and premises commonly known as 29 Howard Street, #4D, New York, New York 10013 (Block 209, Lot 1104), including all appurtenances, improvements, and attachments thereon, and any property traceable thereto;

3) The real property and premises commonly known as 174 Jobs Lane, Water Mill, New York 11976, including all appurtenances, improvements, and attachments thereon, and any property traceable thereto;

4) All funds held in account number 0969 at The Federal Savings Bank, and any property traceable thereto;

5) All funds seized from account number 1388 at Capital One N.A., and any property traceable thereto;

6) All funds seized from account number 9952 at The Federal Savings Bank, and any property traceable thereto;

7) Northwestern Mutual Universal Life Insurance Policy and any property traceable thereto;

8) The real property and premises commonly known as 123 Baxter Street, #5D, New York, New York 10016 in lieu of 1046 N. Edgewood Street; and

9) The real property and premises commonly known as 721 Fifth Avenue, #43G, New York, New York 10022 in lieu of all funds from account number at Charles Schwab & Co. Inc., and any property traceable thereto.

Your client agrees that his consent to forfeiture is final and irrevocable as to his interests in the Forfeited Assets.

b) Your client agrees that the facts set forth in the Statement of Facts and admitted to by your client establish that the Forfeited Assets are forfeitable to the United States pursuant to Title 18, United States Code, Sections 981 and 982, Title 21, United States Code, Section 853, and Title 28, United States Code, Section 2461. Your client admits that the Forfeited Assets numbered 1 through 7, above, represent property that constitutes or is derived from proceeds of, and property involved in, the criminal offenses in the Superseding Criminal Information to which your client is pleading guilty. Your client further agrees that all the Forfeited Assets (numbered 1 through 9) can additionally be considered substitute assets for the purpose of forfeiture to the United States pursuant to Title 18, United States Code, Section 982(b); Title 21, United States Code, Section 853(p); and Title 28, United States Code, Section 2461(c).

c) Your client agrees that the Court may enter a preliminary order of forfeiture for the Forfeited Assets at the time of your client's guilty plea or at any time before sentencing, and consents thereto. Your client agrees that the Court can enter a Final Order of Forfeiture for the Forfeited Assets, and could do so as part of his sentence.

d) Your client further agrees that the government may choose in its sole discretion how it wishes to accomplish forfeiture of the property whose forfeiture your client has consented to in this plea agreement, whether by criminal or civil forfeiture, using judicial or non-judicial forfeiture processes. If the government chooses to effect the forfeiture provisions of this plea agreement through the criminal forfeiture process, your client agrees to the entry of orders of forfeiture for such property and waives the requirements of Federal Rules of Criminal Procedure 11(b)(1)(J) and 32.2 regarding notice of the forfeiture in the charging instrument, advice regarding the forfeiture at the change-of-plea hearing, announcement of the forfeiture at sentencing, and incorporation of the forfeiture in the judgment.

e) Your client understands that the United States may institute civil or administrative forfeiture proceedings against all forfeitable property in which your client has an interest, including the Forfeited Assets, without regard to the status of his criminal conviction. Your client further consents to the civil forfeiture of the Forfeited Assets to the United States, without regard to the status of his criminal conviction. In connection therewith, your client specifically agrees to waive all right, title, and interest in the Forfeited Assets, both individually and on behalf of DMP International, Summerbreeze LLC, or any other entity of which he is an officer, member, or has any ownership interest. Your client waives all defenses based on statute of limitations and venue with respect to any administrative or civil forfeiture proceeding related to the Forfeited Assets.

f) Your client represents that with respect to each of the Forfeited Assets, he is either the sole and rightful owner and that no other person or entity has any claim or interest, or that he has secured the consent from any other individuals or entities having an interest in the Forfeited Assets to convey their interests in the Forfeited Assets to him prior to entry of the Order of Forfeiture (with the exception of previously disclosed mortgage holders). Your client warrants that he has accurately represented to the Government all those individuals and entities having an interest in the Forfeited Assets and the nature and extent of those interests, including any mortgages or liens on the Forfeited Assets. Your client agrees to take all steps to pass clear title to the Forfeited Assets to the United States (with the exception of previously disclosed mortgage liens). Your client further agrees to testify truthfully in any judicial forfeiture proceeding, and to take all steps to effectuate the same as requested by the Government. Your client agrees to take all steps requested by the Government to obtain from any other parties by any lawful means any records of assets owned at any time by your client, including but not limited to the Forfeited Assets, and to otherwise facilitate the effectuation of forfeiture and the maximization of the value of Forfeited Assets for the United States.

g) Your client agrees that, to the extent that he does not convey to the United States

clear title to each of the Forfeited Assets, the United States is entitled, in its sole discretion, either to vacatur of the plea agreement or to forfeiture to the United States of a sum of money equal to the value of that asset at the time this agreement was executed. Your client consents to modification of any Order of Forfeiture at any point to add such sum of money as a forfeiture judgment in substitution for Forfeited Assets.

h) Your client hereby abandons any interest he has in all forfeitable property and consents to any disposition of the property by the government without further notice or obligation whatsoever owning to your client.

i) Your client agrees not to interpose any claim, or to assist others to file or interpose any claim, to the Forfeited Assets in any proceeding, including but not limited to any civil or administrative forfeiture proceedings and any ancillary proceedings related to criminal forfeiture. Your client agrees that he shall not file any petitions for remission, restoration, or any other assertion of ownership or request for return relating to the Forfeited Assets, or any other action or motion seeking to collaterally attack the seizure, restraint, forfeiture, or conveyance of the Forfeited Assets, nor shall your client assist any other in filing any such claims, petitions, actions, or motion. Contesting or assisting others in contesting forfeiture shall constitute a material breach of the Agreement, relieving the United States of all its obligations under the Agreement. Your client agrees not to seek or accept, directly or indirectly, reimbursement or indemnification from any source with regard to the assets forfeited pursuant to this Agreement.

j) In the event your client fails to deliver the assets forfeited pursuant to this agreement, or in any way fails to adhere to the forfeiture provisions of this agreement, the United States reserves all remedies available to it, including but not limited to vacating the Agreement based on a breach of the Agreement by your client.

k) Your client agrees that the forfeiture provisions of this plea agreement are intended to, and will, survive him notwithstanding the abatement of any underlying criminal conviction after the execution of this Agreement.

l) Your client agrees that he will not claim, assert, or apply for, directly or indirectly, any tax deduction, tax credit, or any other taxable offset with regard to any federal, state, or local tax or taxable income for payments of any assets forfeited pursuant to this Agreement.

m) Your client agrees to waive all constitutional and statutory challenges in any manner (including, but not limited to, direct appeal) to any forfeiture carried out in accordance with this Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment.

13. Breach of Agreement

Your client understands and agrees that, if after entering this Agreement, your client fails specifically to perform or to fulfill completely each and every one of your client's obligations under this Agreement, or engages in any criminal activity prior to sentencing or during his cooperation (whichever is later), your client will have breached this Agreement. Should it be judged by the Government in its sole discretion that the defendant has failed to cooperate fully, has intentionally given false, misleading or incomplete information or testimony, has committed or attempted to commit any further crimes, or has otherwise violated any provision of this agreement, the defendant will not be released from his pleas of guilty but the Government will be released from its obligations under this agreement, including (a) not to oppose a downward adjustment of two levels for acceptance of responsibility described above, and to make the motion for an additional one-level reduction described above and (b) to file the motion for a downward departure for cooperation described above. Moreover, the Government may withdraw the motion described above, if such motion has been filed prior to sentencing. In the event that it is judged by the Government that there has been a breach: (a) your client will be fully subject to criminal prosecution, in addition to the charges contained in the Superseding Criminal Information, for any crimes to which he has not pled guilty, including perjury and obstruction of justice; and (b) the Government and any other party will be free to use against your client, directly and indirectly, in any criminal or civil proceeding, all statements made by your client, including the Statement of the Offense, and any of the information or materials provided by your client, including such statements, information, and materials provided pursuant to this Agreement or during the course of any debriefings conducted in anticipation of, or after entry of, this Agreement, whether or not the debriefings were previously a part of proffer-protected debriefings, and your client's statements made during proceedings before the Court pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

Your client understands and agrees that the Government shall be required to prove a breach of this Agreement only by good faith.

Nothing in this Agreement shall be construed to protect your client from prosecution for any crimes not included within this Agreement or committed by your client after the execution of this Agreement. Your client understands and agrees that the Government reserves the right to prosecute your client for any such offenses. Your client further understands that any perjury, false statements or declarations, or obstruction of justice relating to your client's obligations under this Agreement shall constitute a breach of this Agreement. In the event of such a breach, your client will not be allowed to withdraw your client's guilty plea.

14. Complete Agreement

Apart from the written proffer agreement initially dated September 11, 2018, which this Agreement supersedes, no agreements, promises, understandings, or representations have been

made by the parties or their counsel other than those contained in writing herein, nor will any such agreements, promises, understandings, or representations be made unless committed to writing and signed by your client, defense counsel, and the Office.

Your client further understands that this Agreement is binding only upon the Office. This Agreement does not bind any United States Attorney's Office, nor does it bind any other state, local, or federal prosecutor. It also does not bar or compromise any civil, tax, or administrative claim pending or that may be made against your client.

If the foregoing terms and conditions are satisfactory, your client may so indicate by

signing this Agreement and the Statement of the Offense, and returning both to the Office no later than September 14, 2018.

Sincerely yours,

ROBERT S. MUELLER, III
Special Counsel

By:

Andrew Weissmann
Jeannie S. Rhee
Greg D. Andres
Kyle R. Freeny
Senior/Assistant Special Counsels

DEFENDANT'S ACCEPTANCE

I have read every page of this Agreement and have discussed it with my attorneys Kevin Downing, Thomas Zehnle, and Richard Westling. I am fully satisfied with the legal representation by them, who I have chosen to represent me herein. Nothing about the quality of the representation of other counsel is affecting my decision herein to plead guilty. I fully understand this Agreement and agree to it without reservation. I do this voluntarily and of my own free will, intending to be legally bound. No threats have been made to me nor am I under the influence of anything that could impede my ability to understand this Agreement fully. I am pleading guilty because I am in fact guilty of the offense identified in this Agreement.

I reaffirm that absolutely no promises, agreements, understandings, or conditions have been made or entered into in connection with my decision to plead guilty except those set forth in this Agreement. I am satisfied with the legal services provided by my attorneys in connection with this Agreement and matters related to it.

Date: 9-13-18

Paul J. Manafort, Jr.
Defendant

ATTORNEYS' ACKNOWLEDGMENT

I have read every page of this Agreement, reviewed this Agreement with my client, Paul J. Manafort, and fully discussed the provisions of this Agreement with my client. These pages accurately and completely set forth the entire Agreement. I concur in my client's desire to plead guilty as set forth in this Agreement.

Date: 9-13-2018

Kevin M. Downing
Richard W. Westling
Thomas E. Zehnle
Attorneys for Defendant

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT J

FILED

FILED

2018 FEB 23 P 3:40

CLERK US DISTRICT COURT
ALEXANDRIA VIRGINIA

2018 FEB 23 P 3:40

CLERK US DISTRICT COURT
ALEXANDRIA, VIRGINIA

FILED
IN OPEN COURT
FEB 23
CLERK, U.S. DISTRICT COURT
ALEXANDRIA, VIRGINIA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

REDACTED

UNITED STATES OF AMERICA

v.

PAUL J. MANAFORT, JR.,

Defendant.

CRIMINAL NO. 1:18CR83

COUNTS 1–5: 26 U.S.C. § 7206(1); 18 U.S.C. §§ 2 and 3551 et seq.
Subscribing to False United States Individual Income Tax Returns

COUNTS 6–9: 31 U.S.C. §§ 5314 and 5322(a); 18 U.S.C. §§ 2 and 3551 et seq.
Failure To File Reports Of Foreign Bank And Financial Accounts

COUNT 10: 18 U.S.C. §§ 1349 and 3551 et seq.
Bank Fraud Conspiracy

COUNT 11: 18 U.S.C. §§ 1344, 2, and 3551 et seq.
Bank Fraud

COUNT 12: 18 U.S.C. §§ 1349 and 3551 et seq.
Bank Fraud Conspiracy

COUNT 13: 18 U.S.C. §§ 1344, 2, and 3551 et seq.
Bank Fraud

COUNT 14: 18 U.S.C. §§ 1349 and 3551 et seq.
Bank Fraud Conspiracy

COUNT 15: 18 U.S.C. §§ 1349 and 3551 et seq.
Bank Fraud Conspiracy

COUNT 16: 18 U.S.C. §§ 1344, 2, and 3551 et seq.
Bank Fraud

* COUNT 17: 18 U.S.C. §§ 1349 and 3551
* et seq.
* Bank Fraud Conspiracy
*
* COUNT 18: 18 U.S.C. §§ 1344, 2, and
* 3551 et seq.
* Bank Fraud
*
* FORFEITURE NOTICE
****

INDICTMENT

February 2018 Term – At Alexandria, Virginia

THE GRAND JURY CHARGES THAT:

Introduction

At all times relevant to this Indictment:

1. Defendant PAUL J. MANAFORT, JR. (MANAFORT) served for years as a political consultant and lobbyist. Between at least 2006 and 2015, MANAFORT acted as an unregistered agent of a foreign government and foreign political parties. Specifically, he represented the Government of Ukraine, the President of Ukraine (Victor Yanukovych, who was President from 2010 to 2014), the Party of Regions (a Ukrainian political party led by Yanukovych), and the Opposition Bloc (a successor to the Party of Regions after Yanukovych fled to Russia).

2. MANAFORT generated tens of millions of dollars in income as a result of his Ukraine work. From approximately 2006 through the present, MANAFORT, along with others including Richard W. Gates III (Gates), engaged in a scheme to hide income from United States authorities, while enjoying the use of the money. During the first part of the scheme between approximately 2006 and 2015, MANAFORT, with the assistance of Gates, avoided paying taxes on this income

by disguising it as alleged "loans" from nominee offshore corporate entities and by making millions of dollars in unreported payments from foreign accounts to bank accounts they controlled and United States vendors. MANAFORT also used the offshore accounts to purchase United States real estate, and MANAFORT used the undisclosed income to make improvements to and refinance his United States properties.

3. In the second part of the scheme, between approximately 2015 and at least January 2017, when the Ukraine income dwindled after Yanukovych fled to Russia, MANAFORT, with the assistance of Gates, extracted money from the United States real estate by, among other things, using those properties as collateral to obtain loans from multiple financial institutions. MANAFORT fraudulently secured more than twenty million dollars in loans by falsely inflating MANAFORT's and his company's income and by failing to disclose existing debt in order to qualify for the loans.

4. In furtherance of the scheme, MANAFORT funneled millions of dollars in payments into numerous foreign nominee companies and bank accounts, opened by him and his accomplices in nominee names and in various foreign countries, including Cyprus, Saint Vincent & the Grenadines (Grenadines), and the Seychelles. MANAFORT hid the existence and ownership of the foreign companies and bank accounts, falsely and repeatedly reporting to his tax preparers and to the United States that he had no foreign bank accounts.

5. In furtherance of the scheme, MANAFORT used his hidden overseas wealth to enjoy a lavish lifestyle in the United States, without paying taxes on that income. MANAFORT, without reporting the income to his tax preparer or the United States, spent millions of dollars on luxury goods and services for himself and his extended family through payments wired from offshore nominee accounts to United States vendors. MANAFORT also used these offshore accounts to

purchase multi-million dollar properties in the United States and to improve substantially another property owned by his family.

6. In total, more than $75,000,000 flowed through the offshore accounts. MANAFORT, with the assistance of Gates, laundered more than $30,000,000, income that he concealed from the United States Department of the Treasury (Treasury), the Department of Justice, and others.

Relevant Individuals And Entities

7. MANAFORT was a United States citizen. He resided in homes in Virginia, Florida, and Long Island, New York.

8. Gates was a United States citizen. He resided in Virginia.

9. In 2005, MANAFORT and another partner created Davis Manafort Partners, Inc. (DMP) to engage principally in political consulting. DMP had staff in the United States, Ukraine, and Russia. In 2011, MANAFORT created DMP International, LLC (DMI) to engage in work for foreign clients, in particular political consulting, lobbying, and public relations for the Government of Ukraine, the Party of Regions, and members of the Party of Regions. DMI was a partnership solely owned by MANAFORT and his spouse. Gates worked for both DMP and DMI and served as MANAFORT's right-hand man.

10. The Party of Regions was a pro-Russia political party in Ukraine. Beginning in approximately 2006, it retained MANAFORT, through DMP and then DMI, to advance its interests in Ukraine, the United States, and elsewhere, including the election of its slate of candidates. In 2010, its candidate for President, Yanukovych, was elected President of Ukraine. In 2014, Yanukovych fled Ukraine for Russia in the wake of popular protests of widespread governmental corruption. Yanukovych, the Party of Regions, and the Government of Ukraine

were MANAFORT, DMP, and DMI clients.

11. MANAFORT, with the assistance of Gates, owned or controlled the following entities, which were used in the scheme (the MANAFORT entities):

Domestic Entities

Entity Name	Date Created	Incorporation Location
Daisy Manafort, LLC (PM)	August 2008	Virginia
	March 2011	Florida
Davis Manafort International LLC (PM)	March 2007	Delaware
DMP (PM)	March 2005	Virginia
	March 2011	Florida
Davis Manafort, Inc. (PM)	October 1999	Delaware
	November 1999	Virginia
DMI (PM)	June 2011	Delaware
	March 2012	Florida
Global Sites LLC (PM, RG)	July 2008	Delaware
Jesand Investment Corporation (PM)	April 2002	Virginia
Jesand Investments Corporation (PM)	March 2011	Florida
John Hannah, LLC (PM)	April 2006	Virginia
	March 2011	Florida
Lilred, LLC (PM)	December 2011	Florida
LOAV Ltd. (PM)	April 1992	Delaware
MC Brooklyn Holdings, LLC (PM)	November 2012	New York
MC Soho Holdings, LLC (PM)	January 2012	Florida

Entity Name	Date Created	Incorporation Location
	April 2012	New York
Smythson LLC (also known as Symthson LLC) (PM, RG)	July 2008	Delaware

Cypriot Entities

Entity Name	Date Created	Incorporation Location
Actinet Trading Limited (PM, RG)	May 2009	Cyprus
Black Sea View Limited (PM, RG)	August 2007	Cyprus
Bletilla Ventures Limited (PM, RG)	October 2010	Cyprus
Global Highway Limited (PM, RG)	August 2007	Cyprus
Leviathan Advisors Limited (PM, RG)	August 2007	Cyprus
LOAV Advisors Limited (PM, RG)	August 2007	Cyprus
Lucicle Consultants Limited (PM, RG)	December 2008	Cyprus
Marziola Holdings Limited (PM)	March 2012	Cyprus
Olivenia Trading Limited (PM, RG)	March 2012	Cyprus
Peranova Holdings Limited (Peranova) (PM, RG)	June 2007	Cyprus
Serangon Holdings Limited (PM, RG)	January 2008	Cyprus
Yiakora Ventures Limited (PM)	February 2008	Cyprus

Other Foreign Entities

Entity Name	Date Created	Incorporation Location
Global Endeavour Inc. (also known as Global Endeavor Inc.) (PM)	*Unknown*	Grenadines

Entity Name	Date Created	Incorporation Location
Jeunet Ltd. (PM)	August 2011	Grenadines

12. The Internal Revenue Service (IRS) was a bureau in the Treasury responsible for administering the tax laws of the United States and collecting taxes owed to the Treasury.

The Tax Scheme

MANAFORT's Wiring Money From Offshore Accounts Into The United States

13. In order to use the money in the offshore nominee accounts of the MANAFORT entities without paying taxes on it, MANAFORT caused millions of dollars in wire transfers from these accounts to be made for goods, services, and real estate. He did not report these transfers as income.

14. From 2008 to 2014, MANAFORT caused the following wires, totaling over $12,000,000, to be sent to the vendors listed below for personal items. MANAFORT did not pay taxes on this income, which was used to make the purchases.

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
Vendor A (Home Improvement Company in the Hamptons, New York)	6/10/2008	LOAV Advisors Limited	Cyprus	$107,000
	6/25/2008	LOAV Advisors Limited	Cyprus	$23,500
	7/7/2008	LOAV Advisors Limited	Cyprus	$20,000
	8/5/2008	Yiakora Ventures Limited	Cyprus	$59,000
	9/2/2008	Yiakora Ventures Limited	Cyprus	$272,000
	10/6/2008	Yiakora Ventures Limited	Cyprus	$109,000
	10/24/2008	Yiakora Ventures Limited	Cyprus	$107,800
	11/20/2008	Yiakora Ventures Limited	Cyprus	$77,400
	12/22/2008	Yiakora Ventures Limited	Cyprus	$100,000
	1/14/2009	Yiakora Ventures Limited	Cyprus	$9,250
	1/29/2009	Yiakora Ventures Limited	Cyprus	$97,670

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	2/25/2009	Yiakora Ventures Limited	Cyprus	$108,100
	4/16/2009	Yiakora Ventures Limited	Cyprus	$94,394
	5/7/2009	Yiakora Ventures Limited	Cyprus	$54,000
	5/12/2009	Yiakora Ventures Limited	Cyprus	$9,550
	6/1/2009	Yiakora Ventures Limited	Cyprus	$86,650
	6/18/2009	Yiakora Ventures Limited	Cyprus	$34,400
	7/31/2009	Yiakora Ventures Limited	Cyprus	$106,000
	8/28/2009	Yiakora Ventures Limited	Cyprus	$37,000
	9/23/2009	Yiakora Ventures Limited	Cyprus	$203,500
	10/26/2009	Yiakora Ventures Limited	Cyprus	$38,800
	11/18/2009	Global Highway Limited	Cyprus	$130,906
	3/8/2010	Global Highway Limited	Cyprus	$124,000
	5/11/2010	Global Highway Limited	Cyprus	$25,000
	7/8/2010	Global Highway Limited	Cyprus	$28,000
	7/23/2010	Leviathan Advisors Limited	Cyprus	$26,500
	8/12/2010	Leviathan Advisors Limited	Cyprus	$138,900
	9/2/2010	Yiakora Ventures Limited	Cyprus	$31,500
	10/6/2010	Global Highway Limited	Cyprus	$67,600
	10/14/2010	Yiakora Ventures Limited	Cyprus	$107,600
	10/18/2010	Leviathan Advisors Limited	Cyprus	$31,500
	12/16/2010	Global Highway Limited	Cyprus	$46,160
	2/7/2011	Global Highway Limited	Cyprus	$36,500
	3/22/2011	Leviathan Advisors Limited	Cyprus	$26,800
	4/4/2011	Leviathan Advisors Limited	Cyprus	$195,000
	5/3/2011	Global Highway Limited	Cyprus	$95,000
	5/16/2011	Leviathan Advisors Limited	Cyprus	$6,500
	5/31/2011	Leviathan Advisors Limited	Cyprus	$70,000
	6/27/2011	Leviathan Advisors Limited	Cyprus	$39,900
	7/27/2011	Leviathan Advisors Limited	Cyprus	$95,000
	10/24/2011	Global Highway Limited	Cyprus	$22,000
	10/25/2011	Global Highway Limited	Cyprus	$9,300
	11/15/2011	Global Highway Limited	Cyprus	$74,000
	11/23/2011	Global Highway Limited	Cyprus	$22,300
	11/29/2011	Global Highway Limited	Cyprus	$6,100
	12/12/2011	Leviathan Advisors Limited	Cyprus	$17,800
	1/17/2012	Global Highway Limited	Cyprus	$29,800
	1/20/2012	Global Highway Limited	Cyprus	$42,600
	2/9/2012	Global Highway Limited	Cyprus	$22,300

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	2/23/2012	Global Highway Limited	Cyprus	$75,000
	2/28/2012	Global Highway Limited	Cyprus	$22,300
	3/28/2012	Peranova	Cyprus	$37,500
	4/18/2012	Lucicle Consultants Limited	Cyprus	$50,000
	5/15/2012	Lucicle Consultants Limited	Cyprus	$79,000
	6/5/2012	Lucicle Consultants Limited	Cyprus	$45,000
	6/19/2012	Lucicle Consultants Limited	Cyprus	$11,860
	7/9/2012	Lucicle Consultants Limited	Cyprus	$10,800
	7/18/2012	Lucicle Consultants Limited	Cyprus	$88,000
	8/7/2012	Lucicle Consultants Limited	Cyprus	$48,800
	9/27/2012	Lucicle Consultants Limited	Cyprus	$100,000
	11/20/2012	Lucicle Consultants Limited	Cyprus	$298,000
	12/20/2012	Lucicle Consultants Limited	Cyprus	$55,000
	1/29/2013	Lucicle Consultants Limited	Cyprus	$149,000
	3/12/2013	Lucicle Consultants Limited	Cyprus	$375,000
	8/29/2013	Global Endeavour Inc.	Grenadines	$200,000
	11/13/2013	Global Endeavour Inc.	Grenadines	$75,000
	11/26/2013	Global Endeavour Inc.	Grenadines	$80,000
	12/6/2013	Global Endeavour Inc.	Grenadines	$130,000
	12/12/2013	Global Endeavour Inc.	Grenadines	$90,000
	4/22/2014	*Unknown*	*Unknown*	$56,293
	8/18/2014	Global Endeavour Inc.	Grenadines	$34,660
			Vendor A Total	**$5,434,793**
Vendor B (Home Automation, Lighting and Home Entertainment Company in Florida)	3/22/2011	Leviathan Advisors Limited	Cyprus	$12,000
	3/28/2011	Leviathan Advisors Limited	Cyprus	$25,000
	4/27/2011	Leviathan Advisors Limited	Cyprus	$12,000
	5/16/2011	Leviathan Advisors Limited	Cyprus	$25,000
	11/15/2011	Global Highway Limited	Cyprus	$17,006
	11/23/2011	Global Highway Limited	Cyprus	$11,000
	2/28/2012	Global Highway Limited	Cyprus	$6,200
	10/31/2012	Lucicle Consultants Limited	Cyprus	$290,000
	12/17/2012	Lucicle Consultants Limited	Cyprus	$160,600
	1/15/2013	Lucicle Consultants Limited	Cyprus	$194,000
	1/24/2013	Lucicle Consultants Limited	Cyprus	$6,300
	2/12/2013	Lucicle Consultants Limited	Cyprus	$51,600
	2/26/2013	Lucicle Consultants Limited	Cyprus	$260,000
	7/15/2013	Pompolo Limited	United Kingdom	$175,575

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	11/5/2013	Global Endeavour Inc.	Grenadines	$73,000
			Vendor B Total	**$1,319,281**
Vendor C (Antique Rug Store in Alexandria, Virginia)	10/7/2008	Yiakora Ventures Limited	Cyprus	$15,750
	3/17/2009	Yiakora Ventures Limited	Cyprus	$46,200
	4/16/2009	Yiakora Ventures Limited	Cyprus	$7,400
	4/27/2009	Yiakora Ventures Limited	Cyprus	$65,000
	5/7/2009	Yiakora Ventures Limited	Cyprus	$210,000
	7/15/2009	Yiakora Ventures Limited	Cyprus	$200,000
	3/31/2010	Yiakora Ventures Limited	Cyprus	$140,000
	6/16/2010	Global Highway Limited	Cyprus	$250,000
			Vendor C Total	**$934,350**
Vendor D (Related to Vendor C)	2/28/2012	Global Highway Limited	Cyprus	$100,000
			Vendor D Total	**$100,000**
Vendor E (Men's Clothing Store in New York)	11/7/2008	Yiakora Ventures Limited	Cyprus	$32,000
	2/5/2009	Yiakora Ventures Limited	Cyprus	$22,750
	4/27/2009	Yiakora Ventures Limited	Cyprus	$13,500
	10/26/2009	Yiakora Ventures Limited	Cyprus	$32,500
	3/30/2010	Yiakora Ventures Limited	Cyprus	$15,000
	5/11/2010	Global Highway Limited	Cyprus	$39,000
	6/28/2010	Leviathan Advisors Limited	Cyprus	$5,000
	8/12/2010	Leviathan Advisors Limited	Cyprus	$32,500
	11/17/2010	Global Highway Limited	Cyprus	$11,500
	2/7/2011	Global Highway Limited	Cyprus	$24,000
	3/22/2011	Leviathan Advisors Limited	Cyprus	$43,600
	3/28/2011	Leviathan Advisors Limited	Cyprus	$12,000
	4/27/2011	Leviathan Advisors Limited	Cyprus	$3,000
	6/30/2011	Global Highway Limited	Cyprus	$24,500
	9/26/2011	Leviathan Advisors Limited	Cyprus	$12,000
	11/2/2011	Global Highway Limited	Cyprus	$26,700
	12/12/2011	Leviathan Advisors Limited	Cyprus	$46,000
	2/9/2012	Global Highway Limited	Cyprus	$2,800
	2/28/2012	Global Highway Limited	Cyprus	$16,000
	3/14/2012	Lucicle Consultants Limited	Cyprus	$8,000
	4/18/2012	Lucicle Consultants Limited	Cyprus	$48,550
	5/15/2012	Lucicle Consultants Limited	Cyprus	$7,000
	6/19/2012	Lucicle Consultants Limited	Cyprus	$21,600

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
	8/7/2012	Lucicle Consultants Limited	Cyprus	$15,500
	11/20/2012	Lucicle Consultants Limited	Cyprus	$10,900
	12/20/2012	Lucicle Consultants Limited	Cyprus	$7,500
	1/15/2013	Lucicle Consultants Limited	Cyprus	$37,000
	2/12/2013	Lucicle Consultants Limited	Cyprus	$7,000
	2/26/2013	Lucicle Consultants Limited	Cyprus	$39,000
	9/3/2013	Global Endeavour Inc.	Grenadines	$81,500
	10/15/2013	Global Endeavour Inc.	Grenadines	$53,000
	11/26/2013	Global Endeavour Inc.	Grenadines	$13,200
	4/24/2014	Global Endeavour Inc.	*Unknown*	$26,680
	9/11/2014	Global Endeavour Inc.	Grenadines	$58,435
			Vendor E Total	**$849,215**
Vendor F (Landscaper in the Hamptons, New York)	4/27/2009	Yiakora Ventures Limited	Cyprus	$34,000
	5/12/2009	Yiakora Ventures Limited	Cyprus	$45,700
	6/1/2009	Yiakora Ventures Limited	Cyprus	$21,500
	6/18/2009	Yiakora Ventures Limited	Cyprus	$29,000
	9/21/2009	Yiakora Ventures Limited	Cyprus	$21,800
	5/11/2010	Global Highway Limited	Cyprus	$44,000
	6/28/2010	Leviathan Advisors Limited	Cyprus	$50,000
	7/23/2010	Leviathan Advisors Limited	Cyprus	$19,000
	9/2/2010	Yiakora Ventures Limited	Cyprus	$21,000
	10/6/2010	Global Highway Limited	Cyprus	$57,700
	10/18/2010	Leviathan Advisors Limited	Cyprus	$26,000
	12/16/2010	Global Highway Limited	Cyprus	$20,000
	3/22/2011	Leviathan Advisors Limited	Cyprus	$50,000
	5/3/2011	Global Highway Limited	Cyprus	$40,000
	6/1/2011	Leviathan Advisors Limited	Cyprus	$44,000
	7/27/2011	Leviathan Advisors Limited	Cyprus	$27,000
	8/16/2011	Leviathan Advisors Limited	Cyprus	$13,450
	9/19/2011	Leviathan Advisors Limited	Cyprus	$12,000
	10/24/2011	Global Highway Limited	Cyprus	$42,000
	11/2/2011	Global Highway Limited	Cyprus	$37,350
			Vendor F Total	**$655,500**
Vendor G (Antique Dealer in New York)	9/2/2010	Yiakora Ventures Limited	Cyprus	$165,000
	10/18/2010	Leviathan Advisors Limited	Cyprus	$165,000
	2/28/2012	Global Highway Limited	Cyprus	$190,600
	3/14/2012	Lucicle Consultants Limited	Cyprus	$75,000
	2/26/2013	Lucicle Consultants Limited	Cyprus	$28,310

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
			Vendor G Total	**$623,910**
Vendor H (Clothing Store in Beverly Hills, California)	6/25/2008	LOAV Advisors Limited	Cyprus	$52,000
	12/16/2008	Yiakora Ventures Limited	Cyprus	$49,000
	12/22/2008	Yiakora Ventures Limited	Cyprus	$10,260
	8/12/2009	Yiakora Ventures Limited	Cyprus	$76,400
	5/11/2010	Global Highway Limited	Cyprus	$85,000
	11/17/2010	Global Highway Limited	Cyprus	$128,280
	5/31/2011	Leviathan Advisors Limited	Cyprus	$64,000
	11/15/2011	Global Highway Limited	Cyprus	$48,000
	12/17/2012	Lucicle Consultants Limited	Cyprus	$7,500
			Vendor H Total	**$520,440**
Vendor I (Investment Company)	9/3/2013	Global Endeavour Inc.	Grenadines	$500,000
			Vendor I Total	**$500,000**
Vendor J (Contractor in Florida)	11/15/2011	Global Highway Limited	Cyprus	$8,000
	12/5/2011	Leviathan Advisors Limited	Cyprus	$11,237
	12/21/2011	Black Sea View Limited	Cyprus	$20,000
	2/9/2012	Global Highway Limited	Cyprus	$51,000
	5/17/2012	Lucicle Consultants Limited	Cyprus	$68,000
	6/19/2012	Lucicle Consultants Limited	Cyprus	$60,000
	7/18/2012	Lucicle Consultants Limited	Cyprus	$32,250
	9/19/2012	Lucicle Consultants Limited	Cyprus	$112,000
	11/30/2012	Lucicle Consultants Limited	Cyprus	$39,700
	1/9/2013	Lucicle Consultants Limited	Cyprus	$25,600
	2/28/2013	Lucicle Consultants Limited	Cyprus	$4,700
			Vendor J Total	**$432,487**
Vendor K (Landscaper in the Hamptons, New York)	12/5/2011	Leviathan Advisors Limited	Cyprus	$4,115
	3/1/2012	Global Highway Limited	Cyprus	$50,000
	6/6/2012	Lucicle Consultants Limited	Cyprus	$47,800
	6/25/2012	Lucicle Consultants Limited	Cyprus	$17,900
	6/27/2012	Lucicle Consultants Limited	Cyprus	$18,900
	2/12/2013	Lucicle Consultants Limited	Cyprus	$3,300
	7/15/2013	Pompolo Limited	United Kingdom	$13,325
	11/26/2013	Global Endeavour Inc.	Grenadines	$9,400
			Vendor K Total	**$164,740**

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
Vendor L (Payments Relating to Three Range Rovers)	4/12/2012	Lucicle Consultants Limited	Cyprus	$83,525
	5/2/2012	Lucicle Consultants Limited	Cyprus	$12,525
	6/29/2012	Lucicle Consultants Limited	Cyprus	$67,655
			Vendor L Total	**$163,705**
Vendor M (Contractor in Virginia)	11/20/2012	Lucicle Consultants Limited	Cyprus	$45,000
	12/7/2012	Lucicle Consultants Limited	Cyprus	$21,000
	12/17/2012	Lucicle Consultants Limited	Cyprus	$21,000
	1/17/2013	Lucicle Consultants Limited	Cyprus	$18,750
	1/29/2013	Lucicle Consultants Limited	Cyprus	$9,400
	2/12/2013	Lucicle Consultants Limited	Cyprus	$10,500
			Vendor M Total	**$125,650**
Vendor N (Audio, Video, and Control System Home Integration and Installation Company in the Hamptons, New York)	1/29/2009	Yiakora Ventures Limited	Cyprus	$10,000
	3/17/2009	Yiakora Ventures Limited	Cyprus	$21,725
	4/16/2009	Yiakora Ventures Limited	Cyprus	$24,650
	12/2/2009	Global Highway Limited	Cyprus	$10,000
	3/8/2010	Global Highway Limited	Cyprus	$20,300
	4/23/2010	Yiakora Ventures Limited	Cyprus	$8,500
	7/29/2010	Leviathan Advisors Limited	Cyprus	$17,650
			Vendor N Total	**$112,825**
Vendor O (Purchase of Mercedes Benz)	10/5/2012	Lucicle Consultants Limited	Cyprus	$62,750
			Vendor O Total	**$62,750**
Vendor P (Purchase of Range Rover)	12/30/2008	Yiakora Ventures Limited	Cyprus	$47,000
			Vendor P Total	**$47,000**
Vendor Q (Property Management Company in South Carolina)	9/2/2010	Yiakora Ventures Limited	Cyprus	$10,000
	10/6/2010	Global Highway Limited	Cyprus	$10,000
	10/18/2010	Leviathan Advisors Limited	Cyprus	$10,000
	2/8/2011	Global Highway Limited	Cyprus	$13,500
	2/9/2012	Global Highway Limited	Cyprus	$2,500
			Vendor Q Total	**$46,000**

Payee	Transaction Date	Originating Account Holder	Country of Origination	Amount of Transaction
Vendor R (Art Gallery in Florida)	2/9/2011	Global Highway Limited	Cyprus	$17,900
	2/14/2013	Lucicle Consultants Limited	Cyprus	$14,000
			Vendor R Total	**$31,900**
Vendor S (Housekeeping in New York)	9/26/2011	Leviathan Advisors Limited	Cyprus	$5,000
	9/19/2012	Lucicle Consultants Limited	Cyprus	$5,000
	10/9/2013	Global Endeavour Inc.	Grenadines	$10,000
			Vendor S Total	**$20,000**

15. In 2012, MANAFORT caused the following wires to be sent to the entities listed below to purchase the real estate also listed below. MANAFORT did not report the money used to make these purchases on his 2012 tax return.

Property Purchased	Payee	Date	Originating Account	Country of Origin	Amount
Howard Street Condominium (New York)	DMP International LLC	2/1/2012	Peranova	Cyprus	$1,500,000
Union Street Brownstone, (New York)	Attorney Account Of [Real Estate Attorney]	11/29/2012	Actinet Trading Limited	Cyprus	$1,800,000
		11/29/2012	Actinet Trading Limited	Cyprus	$1,200,000
Arlington House (Virginia)	Real Estate Trust	8/31/2012	Lucicle Consultants Limited	Cyprus	$1,900,000
				Total	**$6,400,000**

16. MANAFORT also disguised, as purported "loans," more than $10 million transferred from Cypriot entities, including the overseas MANAFORT entities, to domestic entities owned by MANAFORT. For example, a $1.5 million wire from Peranova to DMI that Manafort used to purchase real estate on Howard Street in Manhattan, New York, was recorded as a "loan" from

Peranova to DMI, rather than as income. These loans were shams designed to reduce fraudulently MANAFORT's reported taxable income.

Year	Payor / Ostensible "Lender"	Payee / Ostensible "Borrower"	Country of Origin	Total Amount of "Loans"
2008	Yiakora Ventures Limited	Jesand Investment Corporation	Cyprus	$8,120,000
2008	Yiakora Ventures Limited	DMP	Cyprus	$500,000
2009	Yiakora Ventures Limited	DMP	Cyprus	$694,000
2009	Yiakora Ventures Limited	Daisy Manafort, LLC	Cyprus	$500,000
2012	Peranova	DMI	Cyprus	$1,500,000
2014	Telmar Investments Ltd.	DMI	Cyprus	$900,000
2015	Telmar Investments Ltd.	DMI	Cyprus	$1,000,000
			Total	$13,214,000

MANAFORT's Hiding Foreign Bank Accounts And False Filings

17. United States citizens who have authority over certain foreign bank accounts—whether or not the accounts are set up in the names of nominees who act for their principals—have reporting obligations to the United States.

18. First, the Bank Secrecy Act and its implementing regulations require United States citizens to report to the Treasury any financial interest in, or signatory authority over, any bank account or other financial account held in foreign countries, for every calendar year in which the aggregate balance of all such foreign accounts exceeds $10,000 at any point during the year. This is commonly known as a foreign bank account report or "FBAR." The Bank Secrecy Act requires these reports because they have a high degree of usefulness in criminal, tax, or regulatory investigations or proceedings. The Treasury's Financial Crimes Enforcement Network (FinCEN) is the custodian for FBAR filings, and FinCEN provides access to its FBAR database to law enforcement entities, including the Federal Bureau of Investigation. The reports filed by individuals and businesses are used by law enforcement to identify, detect, and deter money

laundering that furthers criminal enterprise activity, tax evasion, and other unlawful activities.

19. Second, United States citizens also are obligated to report information to the IRS regarding foreign bank accounts. For instance, in 2010, Schedule B of IRS Form 1040 had a "Yes" or "No" box to record an answer to the question: "At any time during [the calendar year], did you have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account, or other financial account?" If the answer was "Yes," then the form required the taxpayer to enter the name of the foreign country in which the financial account was located.

20. For each year in or about and between 2008 through at least 2014, MANAFORT had authority over foreign accounts that required an FBAR report. Specifically, MANAFORT was required to report to the Treasury the foreign bank account held by each of the foreign MANAFORT entities noted above in paragraph 11 that bears the initials PM. No FBAR reports were made by MANAFORT for these accounts.

21. Furthermore, in each of MANAFORT's tax filings for 2008 through 2014, MANAFORT, with the assistance of Gates, represented falsely that he did not have authority over any foreign bank accounts. MANAFORT and Gates had repeatedly and falsely represented in writing to MANAFORT's tax preparer that MANAFORT had no authority over foreign bank accounts, knowing that such false representations would result in false tax filings in MANAFORT's name. For instance, on October 4, 2011, MANAFORT's tax preparer asked MANAFORT in writing: "At any time during 2010, did you [or your wife or children] have an interest in or a signature or other authority over a financial account in a foreign country, such as a bank account, securities account or other financial account?" On the same day, MANAFORT falsely responded "NO." MANAFORT responded the same way as recently as October 3, 2016, when MANAFORT's tax

preparer again emailed the question in connection with the preparation of MANAFORT's tax returns: "Foreign bank accounts etc.?" MANAFORT responded on or about the same day: "NONE."

The Financial Institution Scheme

22. Between in or around 2015 and the present, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, MANAFORT, Conspirator A, and others devised and intended to devise, and executed and attempted to execute, a scheme and artifice to defraud, and to obtain money and property, by means of false and fraudulent pretenses, representations, and promises, from banks and other financial institutions. As part of the scheme, MANAFORT, with the assistance of Conspirator A, repeatedly provided and caused to be provided false information to banks and other lenders, among others.

MANAFORT's Fraud To Access Offshore Money

23. When he was flush with Ukraine income, MANAFORT used his offshore accounts to purchase and improve real estate in the United States. When the income from Ukraine dwindled in 2014 and 2015, MANAFORT, with the assistance of Conspirator A, obtained millions of dollars in mortgages on the United States properties, thereby allowing MANAFORT to have the benefits of liquid income without paying taxes on it. MANAFORT defrauded the lenders in various ways, including by lying about MANAFORT's and DMI's income, lying about their debt, and lying about his use of the property and the loan proceeds. For example, MANAFORT and Conspirator A submitted fabricated profit and loss statements (P&Ls) that inflated income, and they caused others to provide doctored financial documents.

A. The Loan From Lender A On The Union Street Property

24. In 2012, MANAFORT, through a corporate vehicle called "MC Brooklyn Holdings, LLC"

owned by him and his family, bought a brownstone on Union Street in the Carroll Gardens section of Brooklyn, New York. He paid approximately $3,000,000 in cash for the property. All of that money came from a MANAFORT entity in Cyprus. After purchase of the property, MANAFORT began renovations to transform it from a multi-family dwelling into a single-family home. MANAFORT used proceeds of a 2015 loan obtained from a financial institution to make the renovations. In order to obtain that loan, MANAFORT falsely represented to the bank that he did not derive more than 50% of his income/wealth from a country outside the United States.

25. In late 2015 through early 2016, MANAFORT sought to borrow cash against the Union Street property from Lender A. Lender A provided greater loan amounts for "construction loans"—that is, loans that required the loan amounts to be used to pay solely for construction on the property and thus increase the value of the property serving as the loan's collateral. The institution would thus loan money against the expected completed value of the property, which in the case of the Union Street property was estimated to be $8,000,000. In early 2016, MANAFORT was able to obtain a loan of approximately $5,000,000, after promising Lender A that approximately $1,400,000 of the loan would be used solely for construction on the Union Street property. MANAFORT never intended to limit use of the proceeds to construction as required by the loan contracts and never did. In December 2015, before the loan was made, MANAFORT wrote his tax preparer, among others, that the "construction mortgage will allow me to pay back [another Manafort apartment] mortgage in full. . . ." Further, when the construction loan closed, MANAFORT used hundreds of thousands of dollars for purposes unrelated to the construction of the property.

B. The Loan From Lender B On The Howard Street Property

26. In 2012, MANAFORT, through a corporate vehicle called "MC Soho Holdings, LLC"

owned by him and his family, bought a condominium on Howard Street in the Soho neighborhood of Manhattan, New York. He paid approximately $2,850,000. All the money used to purchase the condominium came from MANAFORT entities in Cyprus. MANAFORT used the property from at least January 2015 through at least August 2017 as an income-generating rental property, charging thousands of dollars a week on Airbnb, among other places. On his tax returns, MANAFORT took advantage of the beneficial tax consequences of owning this rental property.

27. In late 2015 through early 2016, MANAFORT applied for a mortgage on the Howard Street condominium from Lender B for approximately $3.4 million. Because the bank would permit a greater loan amount if the property were owner-occupied, MANAFORT falsely represented to the lender and its agents that it was a secondary home used as such by his daughter and son-in-law and was not held as a rental property. In an email on January 6, 2016, MANAFORT noted: "[i]n order to have the maximum benefit, I am claiming Howard St. as a second home. Not an investment property." Later, on January 26, 2016, MANAFORT wrote to his son-in-law to advise him that when the bank appraiser came to assess the condominium, his son-in-law should "[r]emember, he believes that you and [MANAFORT's daughter] are living there."

28. MANAFORT also made a series of false and fraudulent representations to the bank in order to secure the millions of dollars in financing. For example, MANAFORT falsely represented the amount of debt he had by failing to disclose on his loan application the existence of the Lender A mortgage on his Union Street property. That liability would have risked his qualifying for the loan. Through its own due diligence, Lender B found evidence of the existing mortgage on the Union Street property. As a result, Lender B wrote to MANAFORT and Conspirator A that the "application has the following properties as being owned free & clear . . . Union Street," but "[b]ased on the insurance binders that we received last night, we are showing

that there are mortgages listed on these properties, can you please clarify[?]"

29. To cover up the falsity of the loan application, Conspirator A, on MANAFORT's behalf, caused an insurance broker to provide Lender B false information, namely, an outdated insurance report that did not list the Union Street loan. MANAFORT and Conspirator A knew such a representation was fraudulent. After Conspirator A contacted the insurance broker and asked her to provide Lender B with false information, he updated MANAFORT by email on February 24, 2016. MANAFORT replied to Conspirator A, on the same day: "good job on the insurance issues."

30. MANAFORT submitted additional false and fraudulent statements to Lender B. For example, MANAFORT submitted 2014 DMI tax returns to support his 2016 loan application to Lender B. Those tax returns included as a purported liability a $1.5 million loan from Peranova. Peranova was a Cypriot entity controlled by MANAFORT. On or about February 1, 2012, Peranova transferred $1.5 million to a DMI account in the United States, denominating the transfer as a loan so that MANAFORT would not have to declare the money as income. MANAFORT used the "loan" to acquire the Howard Street property.

31. When MANAFORT needed to obtain a loan from Lender B, the existence of the Peranova "loan" undermined his creditworthiness. As a result of the listed Peranova liability, Lender B was not willing to make the loan to MANAFORT. To circumvent this issue, MANAFORT and Conspirator A caused MANAFORT's tax accountant to send to Lender B back-dated documentation that falsely stated that the $1.5 million Peranova loan had been forgiven in 2015, and falsely inflated income for 2015 to mask MANAFORT's 2015 drop in Ukraine income.

32. In March 2016, Lender B approved the loan in the amount of approximately $3.4 million (the $3.4 million loan).

C. The Loan From Lender C

33. In approximately February 2016, MANAFORT applied for a business loan from Lender C. MANAFORT made a series of false statements to Lender C. For example, MANAFORT submitted a false statement of assets and liabilities that failed to disclosed the Lender A loan on the Union Street property and misrepresented, among other things, the amount of the mortgage on the Howard Street property.

34. Further, in approximately March 2016, MANAFORT, with the assistance of Conspirator A, submitted a doctored 2015 DMI P&L that overstated DMI's 2015 income by more than $4 million. Conspirator A asked DMI's bookkeeper to send him a "Word Document version of the 2015 P&L for [DMI]" because MANAFORT wanted Conspirator A "to add the accrual revenue which we have not received in order to send to [Lender C]." The bookkeeper said she could send a .pdf version of the P&L. Conspirator A then asked the bookkeeper to increase the DMI revenue, falsely claiming that: "[w]e have $2.4m in accrued revenue that [MANAFORT] wants added to the [DMI] 2015 income. Can you make adjustments on your end and then just send me a new scanned version[?]" The bookkeeper refused since the accounting method DMI used did not permit recording income before it was actually received.

35. Having failed to secure a falsified P&L from the bookkeeper, Conspirator A falsified the P&L. Conspirator A wrote to MANAFORT and another conspirator, "I am editing Paul's 2015 P&L statement." Conspirator A then sent the altered P&L to Lender C, which claimed approximately $4.45 million in net income, whereas the true P&L had less than $400,000 in net income.

D. The Loan From Lender B On The Union Street Property

36. In March 2016, MANAFORT, with the assistance of Conspirator A and others, applied for

a $5.5 million loan from Lender B on the Union Street property. As part of the loan process, MANAFORT submitted a false statement of assets and liabilities that hid his prior loan from Lender A on the Union Street property, among other liabilities. In addition, another conspirator on MANAFORT's behalf submitted a falsified 2016 DMI P&L. The falsified 2016 DMI P&L overstated DMI's income by more than $2 million, which was the amount that Lender B told MANAFORT he needed to qualify for the loan. When the document was first submitted to Lender B, a conspirator working at Lender B replied: "Looks Dr'd. Can't someone just do a clean excel doc and pdf to me??" A subsequent version was submitted to the bank.

E. The Loans From Lender D On The Bridgehampton And Union Street Properties

37. In 2016, MANAFORT sought a mortgage on property in Bridgehampton, New York from a financial institution. In connection with his application, MANAFORT falsely represented to the bank that DMI would be receiving $2.4 million in income later in the year for work on a "democratic development consulting project." To support this representation, Conspirator A, on MANAFORT's behalf, provided the bank with a fake invoice for $2.4 million, directed "To Whom It May Concern," for "[s]ervices rendered per the consultancy agreement pertaining to the parliamentary elections." The bank, unwilling to rely on the invoice to support MANAFORT's stated 2016 income, requested additional information. The bank was unable to obtain satisfactory support for the stated income, and the loan application was denied.

38. MANAFORT applied to a second bank, Lender D. Between approximately July 2016 and January 2017, MANAFORT, with the assistance of Conspirator A, sought and secured approximately $16,000,000 in two loans from Lender D. MANAFORT used the Bridgehampton property as collateral for one loan, and the Union Street property for the other.

39. MANAFORT made numerous false and fraudulent representations to secure the loans. For

example, MANAFORT provided the bank with doctored P&Ls for DMI for both 2015 and 2016, overstating its income by millions of dollars. The doctored 2015 DMI P&L submitted to Lender D was the same false statement previously submitted to Lender C, which overstated DMI's income by more than $4 million. The doctored 2016 DMI P&L was inflated by MANAFORT by more than $3.5 million. To create the false 2016 P&L, on or about October 21, 2016, MANAFORT emailed Conspirator A a .pdf version of the real 2016 DMI P&L, which showed a loss of more than $600,000. Conspirator A converted that .pdf into a "Word" document so that it could be edited, which Conspirator A sent back to MANAFORT. MANAFORT altered that "Word" document by adding more than $3.5 million in income. He then sent this falsified P&L to Conspirator A and asked that the "Word" document be converted back to a .pdf, which Conspirator A did and returned to MANAFORT. MANAFORT then sent the falsified 2016 DMI P&L .pdf to Lender D.

40. In addition, Lender D questioned MANAFORT about a $300,000 delinquency on his American Express card, which was more than 90 days past due. The delinquency significantly affected MANAFORT's credit rating score. MANAFORT falsely represented to Lender D that he had lent his credit card to a friend, Conspirator A, who had incurred the charges and then MANAFORT supplied Lender D a false statement from Conspirator A to that effect.

Statutory Allegations

COUNTS ONE THROUGH FIVE
(Subscribing to False United States Individual Income Tax Returns For 2010–2014 Tax Years)

41. Paragraphs 1 through 40 are incorporated here.

42. On or about the dates specified below, in the Eastern District of Virginia, and elsewhere,

defendant PAUL J. MANAFORT, JR., willfully and knowingly did make and subscribe United States Individual Income Tax Returns, Forms 1040 and Schedule B, for the tax years set forth below, which returns contained and were verified by the written declaration of MANAFORT that they were made under penalties of perjury, and which returns MANAFORT did not believe to be true and correct as to every material matter, in that MANAFORT (a) claimed not to have a financial interest in and signature and other authority over a financial account in a foreign country and (b) failed to report income, whereas MANAFORT then and there well knew and believed that he had a financial interest in, and signature and other authority over, bank accounts in a foreign country and had earned total income in excess of the reported amounts noted below:

COUNT	TAX YEAR	APPROX. FILING DATE	FOREIGN ACCOUNT REPORTED	TOTAL INCOME NOT REPORTED
1	2010	October 14, 2011	None	$504,744
2	2011	October 15, 2012	None	$3,071,409
3	2012	October 7, 2013	None	$5,361,007
4	2013	October 6, 2014	None	$1,910,928
5	2014	October 14, 2015	None	$2,984,210

(26 U.S.C. § 7206(1); 18 U.S.C. §§ 2 and 3551 et seq.)

COUNTS SIX THROUGH NINE
(Failure To File Reports Of Foreign Bank And Financial Accounts For Calendar Years 2011–2014)

43. Paragraphs 1 through 40 are incorporated here.

44. On the filing due dates listed below, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., unlawfully, willfully, and knowingly did fail to file with the Department of the Treasury an FBAR disclosing that he had a financial interest in, and signature authority over, a bank, securities, and other financial account in a foreign country, which had an aggregate value of more than $10,000 in a 12-month period, during the years listed below:

COUNT	YEAR	DUE DATE TO FILE FBAR
6	2011	June 29, 2012
7	2012	June 30, 2013
8	2013	June 30, 2014
9	2014	June 30, 2015

(31 U.S.C. §§ 5314 and 5322(a); 18 U.S.C. §§ 2 and 3551 et seq.)

COUNT TEN
(Bank Fraud Conspiracy / Lender B / $3.4 million loan)

45. Paragraphs 1 through 40 are incorporated here.

46. On or about and between December 2015 and March 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally conspire to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender B, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1344.

(18 U.S.C. §§ 1349 and 3551 et seq.)

COUNT ELEVEN
(Bank Fraud / Lender B / $3.4 million loan)

47. Paragraphs 1 through 40 are incorporated here.

48. On or about and between December 2015 and March 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally execute and attempt to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender B, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and

under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises.

(18 U.S.C. §§ 1344, 2, and 3551 et seq.)

COUNT TWELVE
(Bank Fraud Conspiracy / Lender C)

49. Paragraphs 1 through 40 are incorporated here.

50. On or about and between March 2016 and May 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally conspire to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender C, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1344.

(18 U.S.C. §§ 1349 and 3551 et seq.)

COUNT THIRTEEN
(Bank Fraud / Lender C)

51. Paragraphs 1 through 40 are incorporated here.

52. On or about and between December 2015 and March 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally execute and attempt to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender C, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and

fraudulent pretenses, representations, and promises.

(18 U.S.C. §§ 1344, 2, and 3551 et seq.)

COUNT FOURTEEN
(Bank Fraud Conspiracy / Lender B / $5.5 million loan)

53. Paragraphs 1 through 40 are incorporated here.

54. On or about and between March 2016 and August 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally conspire to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender B, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1344.

(18 U.S.C. §§ 1349 and 3551 et seq.)

COUNT FIFTEEN
(Bank Fraud Conspiracy / Lender D / $9.5 million loan)

55. Paragraphs 1 through 40 are incorporated here.

56. On or about and between April 2016 and November 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally conspire to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender D, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1344.

(18 U.S.C. §§ 1349 and 3551 et seq.)

COUNT SIXTEEN
(Bank Fraud / Lender D / $9.5 million loan)

57. Paragraphs 1 through 40 are incorporated here.

58. On or about and between April 2016 and November 2016, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally execute and attempt to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender D, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises.

(18 U.S.C. § 1344, 2, and 3551 et seq.)

COUNT SEVENTEEN
(Bank Fraud Conspiracy / Lender D / $6.5 million loan)

59. Paragraphs 1 through 40 are incorporated here.

60. On or about and between April 2016 and January 2017, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally conspire to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender D, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises, contrary to Title 18, United States Code, Section 1344.

(18 U.S.C. §§ 1349 and 3551 et seq.)

COUNT EIGHTEEN
(Bank Fraud / Lender D / $6.5 million loan)

61. Paragraphs 1 through 40 are incorporated here.

62. On or about and between April 2016 and January 2017, both dates being approximate and inclusive, in the Eastern District of Virginia and elsewhere, defendant PAUL J. MANAFORT, JR., did knowingly and intentionally execute and attempt to execute a scheme and artifice to defraud one or more financial institutions, to wit: Lender D, the deposits of which were insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, and credits owned by and under the custody and control of such financial institution by means of materially false and fraudulent pretenses, representations, and promises.

(18 U.S.C. §§ 1344, 2, and 3551 et seq.)

FORFEITURE NOTICE

63. Pursuant to Fed. R. Crim. P. 32.2, notice is hereby given to the defendant that the United States will seek forfeiture as part of any sentence in accordance with Title 18, United States Code, Section 982(a)(2), in the event of the defendant's convictions under Counts Ten through Eighteen of this Indictment. Upon conviction of the offenses charged in Counts Ten through Eighteen, defendant PAUL J. MANAFORT, JR., shall forfeit to the United States any property constituting, or derived from, proceeds obtained, directly or indirectly, as a result of such violation(s). Notice is further given that, upon conviction, the United States intends to seek a judgment against the defendant for a sum of money representing the property described in this paragraph (to be offset by the forfeiture of any specific property).

64. The grand jury finds probable cause to believe that the property subject to forfeiture by PAUL J. MANAFORT, JR., includes, but is not limited to, the following listed assets:

a. All funds held in account number [redacted]0969 at Lender D, and any property traceable thereto.

Substitute Assets

65. If any of the property described above as being subject to forfeiture, as a result of any act or omission of the defendant

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property that cannot be subdivided without difficulty;

it is the intent of the United States of America, pursuant to Title 18, United States Code, Section 982(b) and Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853, to seek forfeiture of any other property of said defendant.

(18 U.S.C. § 982)

Robert S. Mueller, III
Special Counsel
Department of Justice

A TRUE BILL:

[redacted]
Foreperson

Date: February 13, 2018

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

EXHIBIT K

FILED
IN OPEN COURT
AUG 21 2018
CLERK, U.S. DISTRICT COURT
ALEXANDRIA, VIRGINIA

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

UNITED STATES OF AMERICA,	)	
	)	
v.	)	
	)	**Criminal No. 1:18-CR-83**
PAUL J. MANAFORT, JR.,	)	
Defendant.	)	

JURY VERDICT FORM

We the jury find as follows:

COUNT 1: Subscribing to False United States Individual Income Tax Return for 2010

___ Not Guilty ✓ Guilty

COUNT 2: Subscribing to False United States Individual Income Tax Return for 2011

___ Not Guilty ✓ Guilty

COUNT 3: Subscribing to False United States Individual Income Tax Return for 2012

___ Not Guilty ✓ Guilty

COUNT 4: Subscribing to False United States Individual Income Tax Return for 2013

___ Not Guilty ✓ Guilty

COUNT 5: Subscribing to False United States Individual Income Tax Return for 2014

___ Not Guilty ✓ Guilty

COUNT 11: Failure to File Reports of Foreign Bank and Financial Accounts 2011

___ Not Guilty ___ Guilty NO CONSENSUS G N 11 to 1

COUNT 12: Failure to File Reports of Foreign Bank and Financial Accounts 2012

___ Not Guilty ✓ Guilty

COUNT 13: Failure to File Reports of Foreign Bank and Financial Accounts 2013

___ Not Guilty [redacted] Guilty NO CONSENSUS G N 11 to 1

COUNT 14: Failure to File Reports of Foreign Bank and Financial Accounts 2014

___ Not Guilty [redacted] Guilty NO CONSENSUS G N 11 to 1

COUNT 24: Bank Fraud Conspiracy on or about December 2015 to March 2016

___ Not Guilty ___ Guilty NO CONSENSUS G N 11 to 1

COUNT 25: Bank Fraud on or about December 2015 to March 2016

___ Not Guilty ✓ Guilty

COUNT 26: Bank Fraud Conspiracy on or about March 2016 to May 2016

___ Not Guilty ___ Guilty NO CONSENSUS G N 11 to 1

COUNT 27: Bank Fraud on or about December 2015 to March 2016

___ Not Guilty ✓ Guilty

COUNT 28: Bank Fraud Conspiracy on or about March 2016 to August 2016

___ Not Guilty ___ Guilty No Consensus G N 11 to 1

COUNT 29: Bank Fraud Conspiracy on or about April 2016 to November 2016

___ Not Guilty ___ Guilty No Consensus G N 11 to 1

COUNT 30: Bank Fraud on or about April 2016 to November 2016

___ Not Guilty ___ Guilty No Consensus G N 11 to 1

COUNT 31: Bank Fraud Conspiracy on or about April 2016 to January 2017

___ Not Guilty ___ Guilty No Consensus G N 11 to 1

COUNT 32: Bank Fraud on or about April 2016 to January 2017

___ Not Guilty ___ Guilty No Consensus G N 11 to 1

SO SAY WE ALL.

08.21.18
Date

REDACTED

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

SUPPLEMENTAL INFORMATION PURSUANT TO RULE 3(A)
OF THE RULES OF THE COURT OF CHANCERY

The information contained herein is for the use by the Court for statistical and administrative p only. Nothing stated herein shall be deemed an admission by or binding upon any party.

1. Caption of Case:
Kathleen Jennings, Attorney General of the State of Delaware, Plaintiff, v. LOAV LTD., a Delaware corporation, DAVIS MANAFORT INTERNATIONAL LLC, a Delaware limited liability company, DMP INTERNATIONAL LLC, a Delaware limited liability company, BADE LLC, a Delaware limited liability company, JUPITER HOLDINGS MANAGEMENT, LLC, a Delaware limited liability company, and DAVIS MANAFORT, INC., a Delaware corporation, Defendants.

2. Date Filed: September 19, 2019

3. Name and address of counsel for plaintiff(s):
Lawrence Lewis (#2539) Deputy Attorney General of the State of Delaware, Delaware Department of Justice, Carvel State Office Building, 820 N. French Street, Wilmington, DE 19801

4. Short statement and nature of claim asserted:
Verified Complaint to Cancel Certificate of Formation

5. Substantive field of law involved (check one):

____Administrative law	____Labor law	____Trusts, Wills and Estates
____Commercial law	____Real Property	____Consent trust petitions
____Constitutional law	____348 Deed Restriction	____Partition
____Corporation law	____Zoning	____Rapid Arbitration (Rules96,97)
____Trade secrets/trade mark/or other intellectual property		x ____Other

6. Related cases, including any Register of Wills matters (this requires copies of all documents in this matter to be filed with the Register of Wills):
None

7. Basis of court's jurisdiction (including the citation of any statute(s) conferring jurisdiction): 6 Del. C. § 18-112 & 8 Del. C. §284(a).

8. If the complaint seeks preliminary equitable relief, state the specific preliminary relief sought.
Not Applicable

9. If the complaint seeks a TRO, summary proceedings, a Preliminary Injunction, or Expedited Proceedings, check here ___. (If #9 is checked, a Motion to Expedite must accompany the transaction.)

10. If the complaint is one that in the opinion of counsel should not be assigned to a Master in the first instance, check here and attach a statement of good cause. ____

/s/ Lawrence Lewis (#2539)
Signature of Attorney of Record & Bar ID

EFiled: Sep 19 2019 10:47AM EDT
Transaction ID 64221268
Case No. 2019-0752-

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

KATHLEEN JENNINGS, Attorney General of the State of Delaware,	)	
Plaintiff,	)	
v.	)	C.A. No. _____
LOAV LTD., a Delaware corporation, DAVIS MANAFORT INTERNATIONAL LLC, a Delaware limited liability company, DMP INTERNATIONAL LLC, a Delaware limited liability company, BADE LLC, a Delaware limited liability company, JUPITER HOLDINGS MANAGEMENT, LLC, a Delaware limited liability company, and DAVIS, MANAFORT, a Delaware corporation,	)	
Defendants.	)	

VERIFICATION OF JOSEPH RAGO

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

Joseph Rago, being duly sworn, does depose and say:

1. I have read the foregoing VERIFIED COMPLAINT and it is true and correct.

_____
Joseph Rago, Department of Justice

SWORN AND SUBSCRIBED before me this 17th day of SEPTEMBER, 2019

_____
Notary Public